

The Solicitors' Journal.

LONDON, MAY 12, 1883.

CURRENT TOPICS.

IT IS UNDERSTOOD that an important alteration in practice is about to be effected. Rules of Court transferring the work of the Orders of Course Office, heretofore conducted under Consolidated Order 23, r. 17, to the Chancery Registrars, and providing for the abolition of the drawing up of certain orders of course in the Chancery Division, will come into operation on the 22nd inst. From that date not only petitions of course, but all petitions for the four judges of first instance of the Chancery Division, will have to be presented at the Registrars' Office to receive the *fiat*, instead of at the office of the Secretary of the Rolls. The latter office is to be abolished as from the date above mentioned.

IT APPEARS that the abolition of the registrars' certificate of sale and transfer of funds in court, proposed by the draft rules relating to the Chancery Pay Office, can only be effected by the authority of Parliament, since the certificate was prescribed by the Court of Chancery Funds Act, 1872, s. 10. Opportunity will therefore be given for the discussion in Parliament by the legal members of the proposed changes, to which we have before referred, in the practice of the Chancery Pay Office.

A CORRESPONDENT calls attention to a matter which is likely to be overlooked, just as the double stamp requisite on an appointment of new trustees and conveyance of the trust property was very generally overlooked before the decision in *Hadgett v. Commissioners of Inland Revenue* (26 W. R. 115). Where a conveyance or assignment upon a sale contains a declaration enlarging a long term of years into a fee simple, the conveyance is liable, not only to the *ad valorem* duty on the purchase-money, but also to an extra stamp of ten shillings in respect of the declaration. According to the principle of *Hadgett's case*, the purpose of the declaration being distinct from that of the conveyance, section 8 (1) of the Stamp Act, 1870, applies, and the instrument, as "containing or relating to several distinct matters, is to be separately and distinctly charged, as if it were a separate instrument, with duty in respect of each of such matters."

THE BAR MEETING on Saturday, probably the largest which has ever been held, dealt mainly in generalities. It had no hesitation as to the expediency of forming a committee; and the reasons for that step, as stated by the mover and seconder of the resolution with this object, were practically identical with those we mentioned when discussing the proposal. Nor was there any division as to the general statement of the proposed objects. But when a question was incidentally raised as to the exact objects, and the membership of the committee to be ultimately formed, considerable divergence of opinion appeared; and it is evident that the preliminary committee which has been nominated to devise a constitution to be submitted to another meeting will have no easy task. The committee, if it is to be efficient, must be thoroughly representative of a profession which is probably more sectional than any other. There are the local bars; there are the circuit bar messes; the equity bar and the common law bar; the parliamentary bar; the special pleaders and the conveyancers. As to any one of these bodies questions may arise which will have to be dealt with by the proposed committee. There are to be represented both the "can't you let it alone" views of the busy barrister and the reforming energy of the less successful junior. How to afford all these sections and views due representation on the committee without making it too unwieldy

for practical purposes, while giving it the influence which is derived from having among its members a large proportion of the leaders of the bar, is a problem which will certainly require all the wisdom and shrewdness of the preliminary committee to solve. As to the jurisdiction of the committee, however wide may be the scope ultimately intended to be conferred, it will be well to begin modestly. The remarks of the learned gentleman who wanted the committee to exorcise "devils," and collect fees from defaulting solicitors, did not meet with an encouraging reception.

NOW THAT THE APPEAL which the Council of the Incorporated Law Society, with the sanction of a special meeting of the members, presented to the House of Lords, in the case of *Incorporated Law Society v. Waterlow Brothers & Layton*, has been decided in favour of the law stationers, it is desirable that the precise limits of the practice which has been sanctioned should be pointed out. This will be best done by stating the course of business alleged and admitted in the above-mentioned case:—Solicitors left with the defendants original wills for the purpose of being engrossed on parchment, in order to obtain probate, and also the proper affidavits. The original will and the engrossed copy, together with the proper affidavits, were sent by a clerk in the employ of the defendants (who was an apprentice having no legal training) to the Principal Registry, the defendants providing the necessary stamps to discharge the fees payable at the registry. The clerk at the registry gave to the defendants' clerk a stamped receipt for the documents, which were left in the name of the solicitor, the receipt so stating. At the end of two days the defendants' clerk called at the registry, and the probate was handed to him upon production of the receipt, unless the documents previously left by him had been found incorrect or insufficient. If any question arose as to the correctness or sufficiency of the documents, such question was communicated to the clerk, and by him to the defendants, who informed the solicitor from whom they had received the documents thereof. When a satisfactory reply was given, the same procedure took place as before. Throughout all the proceedings the name of the solicitor from whom the document was received alone appeared. Upon the second visit of the defendants' clerk, if the documents were sufficient, he handed in a stamped form purchased from the Commissioners of Inland Revenue and paid for by the defendants' cheque. The defendants only performed the work above described in cases in which they were employed as law stationers to engross the documents, and calculated their charge according to the time occupied by the clerk in his visits to the registry and stamp office. The solicitor charged the full fees to his client for obtaining the grant of probate. The registry would not receive the papers unless the name of a solicitor applying for probate appeared thereon, and the defendants in all cases received papers with the names so written thereon by the solicitor employing them. Now, upon these facts it will be seen that the practice which has been sanctioned is merely that of *bond fide* acting as messenger for a solicitor whose name the law stationer gives, and with whose authority he acts. The law stationer's clerk does not represent the solicitor as the solicitor's clerk would do; he does not answer the objections of the clerk at the registry; every question is referred back to the solicitor. The law stationer, as Lord Justice BRETT said in the court below (30 W. R. 820), is paid only as messenger, "and received that kind of fee." The decision is in fact that a law stationer may do for a solicitor what any intelligent messenger could do. So far only the decision goes; but there can be little doubt that it will be alleged as an authority for practices which are not in any way within its principle. It is very desirable, in the interest both of country and town solicitors, that an early occasion should be taken for endeavouring to settle by legislation the limits within which a law stationer may act for a solicitor. It is by no means clear that the country solicitor who

employs the law stationer to act as messenger in obtaining probates does not incur liability, as having practised in London without having a London certificate. As to this point, Lord Justice Corron, in the court below, pointedly refrained from offering an opinion. This liability should be removed; but in return for this concession the London solicitor may fairly claim that the other advantages, in consideration of which he pays the higher rate of duty, should be definitely secured to him.

ONE OF THE ODDEST little bills we have ever lighted upon is now before the House of Commons. It is entitled "A Bill to enable leaseholders of houses and cottages to purchase the fee simple of their property," and it bears the names of Mr. BROADHURST and three other members. The best mode of describing its contents will be to state briefly the inalienable powers and rights which it proposes to confer upon the fortunate lessee of a house or cottage. Every person entitled to a term of which, if created before the passing of the Act, more than thirty years, or, if created after the passing of the Act, twenty years remain unexpired, in any house or cottage within the meaning of the Act—i.e., any house or cottage, "including any semi-detached house or cottage, or any chapel," and any buildings or land (not exceeding three acres) held and used with such house, cottage, or chapel—may apply to the registrar of the county court for the purpose of acquiring the fee simple. The application is to be accompanied with the deposit of a sum equal to two years' rack rent. On receipt of the application and deposit the registrar will "publish the same" in the local newspapers, and cause notice thereof to be served upon the landlord, and appoint a day for "investigating the right of the applicant to claim the benefit of the Act," and *the title of the landlord*; and it is to be the duty of the registrar to "ascertain the state of the title to such house or cottage," and the right of the applicant to the benefit of the Act; and for these purposes the county court judge is to be empowered to require any person to appear and give evidence on oath and produce any documents; disobedience being punishable as contempt of court. The next step, "unless the applicant and landlord shall agree as to the" amount of the purchase-money of the fee, is for the county court judge to "proceed to ascertain such sum by holding an inquiry on a convenient day, after giving a month's notice . . . to all the parties having any interest in the said house or cottage," and "any party" will be entitled to have a jury summoned, and not more than one set of costs is to be allowed against the applicant unless the judge, "for cause shown, otherwise direct." The sum payable for the fee simple is to be "the sum which, in the opinion of the judge or jury, the entire estate in the house or cottage (beyond the interest of the applicant) would fetch in the open market as between a *willing vendor and a willing purchaser*," but the value of all improvements effected by the applicant or his predecessors in title, otherwise than in pursuance of a contract with the landlord or his predecessors, is to be excluded from computation. After this sum has been ascertained and paid into court, the applicant is to be entitled to a "certificate of purchase" from the registrar, which is to operate as a conveyance to the applicant "of all the interest in such house or cottage *as was [sic]* vested in or belonged to such landlord at the date of his application." But the applicant is not to be bound to proceed with his application, "if, in the decision *[sic]* of the judge, such certificate will not convey to him a good title to the entire estate in such house or cottage beyond the interest already belonging to him, in which case the applicant shall be at liberty to discontinue his application, and the judge shall make such order as he thinks just as to the costs of, and incidental to, the application." In other cases, "the reasonable costs of the application, and of all other proceedings up to and including the issue of the certificate, are to be paid by the applicant." We need hardly pursue further the provisions of this eccentric proposal. Why every owner of a house or cottage, who hereafter grants a twenty-one years' lease, should be made liable at any moment to have to produce and prove his title before a county court registrar or, in default of doing so, to suffer the pains of contempt of court, does not seem very clear; nor is the justice of compelling such owner to sell, at any price which a jury of five small local tradesmen may think proper to specify, entirely obvious. The fact that a great number of the houses and cottages in this country are held by trustees is, apparently, too small a detail to merit the notice of the framers of this magnificent scheme.

AS THE SITTINGS of the Grand Committee on the Bankruptcy Bill proceed, a much greater rate of progress appears to be attained. On the eighth day's sitting on Friday last week the committee resumed the consideration of clause 19 relating to the appointment of the committee of inspection. An amendment, moved by Mr. CHAMBERLAIN, to allow the holders of general proxies or powers of attorney to be appointed on the committee, and another, moved by Mr. M'LAGAN, requiring the committee to meet once a month, were adopted, as were also a number of verbal amendments. On clause 20, relating to composition or scheme after adjudication, the following addition was made, on the motion of Mr. CHAMBERLAIN: "Where a debtor is adjudged bankrupt under this sub-section, all debts, proveable in other respects, which have been contracted before the date of the adjudication shall be proveable in the bankruptcy." The sub-section refers to the *revival* of a bankruptcy in case of default in carrying out the composition, and the words added at the instance of Mr. CHAMBERLAIN do not seem to provide for the case of creditors for debts contracted between the approval of the composition and the revival of the bankruptcy, which was the point that required to be provided for. Clause 21, relating to the duties of a debtor as to discovery and realization of his property; clause 22, as to the arrest of a debtor under certain circumstances; clause 23, as to the re-direction of a debtor's letters; and clause 24, as to the discovery of a debtor's property, were passed with some slight amendments. On clause 25, relating to the application for the discharge of a bankrupt, an amendment by Mr. S. MORLEY, which would have had the effect of re-enacting the present law as to the assent of the creditors being required unless a dividend of ten shillings in the pound were paid, was, after a long discussion, withdrawn, and paragraph (a) of sub-clause 3, which makes it a ground of objection to a discharge that a dividend of ten shillings in the pound has not been paid, was struck out. At the ninth day's sitting, on Monday last, the consideration of clause 25 was resumed, and the clause was passed with some small amendments. An amendment, moved by Mr. RYLANDS, that the acceptance of accommodation bills, expressed to be for value received, should constitute a ground of refusal of discharge, led to a long discussion, but ultimately the amendment was negatived, and amendments as to property inherited by a bankrupt within three years after his bankruptcy, notwithstanding his discharge, moved by Mr. T. FAX, and to apply the provisions of the clause to pending bankruptcies and liquidations, in which the discharge has not been granted, moved by Mr. A. O'CONNOR, were withdrawn. In clause 26, which defines the effect of an order of discharge, an amendment moved by Mr. GREGORY to insert words similar to those of section 49 of the present Act relating to debts incurred by fraud or breach of trust, was accepted, and that clause and the following one, relating to undischarged bankrupts obtaining credit without disclosing their position, were passed. To clause 28, which provides for certain disqualifications of bankrupts, Sir H. PEEK moved the amendment of which he had given notice, to prevent a bankrupt solicitor or auctioneer being appointed as solicitor or auctioneer to any of the public bodies named in the clause, and in case of a second bankruptcy from renewing their certificates or licences, but, after some discussion, the amendment was negatived. In clause 29, which provides for the vacating of the seat of any bankrupt member of the House of Commons, the time allowed for the removal of the disqualification was reduced from "one year" to "six months"; and clause 30 (relating to the vacating of municipal and other public offices), clause 31 (giving the court power to annul in certain cases), clause 32 (defining the meaning of payment of debts in full), clause 33 (description of debts proveable in bankruptcy), clause 34 (as to mutual credit and set-off), and clause 35 (relating to rules as to proof of debt contained in the second schedule), were agreed to. On clause 36, relating to the priority of certain debts, an amendment standing in the names of Mr. STANHOPE and Lord ALGERNON PERCY, which proposed to give priority to parochial and other rates due and payable within twelve months next before the adjudication, was under discussion, when the Committee adjourned until the first Friday after the Whitsuntide recess.

THE IMPORTANT CASE of *Munster v. Lamb*, in which MATHEW and SMITH, JJ., decided that no action lay against a solicitor for defamatory expressions used by him in defending a prisoner, has excited considerable attention, and it has been stated that time has

been given to the plaintiff's counsel to appeal. But on carefully examining the facts, we cannot but think that to reverse the decision would be to overrule decided cases, which, though very few in number (and hence perhaps the difficulty), have never been questioned. The facts in *Munster v. Lamb* were briefly these. The plaintiff had prosecuted a woman for burglary, the main charge being that she had drugged the plaintiff's servants to facilitate the commission of the burglary. The defendant defended the woman before the magistrates, and not being able to resist the proof that drugs had been found in the house of the plaintiff, suggested that they might have been brought into the house by the plaintiff himself, with the intention of using them for an immoral and criminal purpose. This suggestion was made the ground of an action for slander, in which the plaintiff was nonsuited, and the court has now upheld the nonsuit, holding that the expressions complained of "seemed to have been within the line indicated by the authorities as the boundaries of the advocate's privilege." All these authorities will be found in the famous case of *Hodgson v. Scarlett* (1 B. & Ald. 232), in which it was held that an action against a barrister (who afterwards became Lord ABINGER) for styling the plaintiff a "fraudulent and wicked attorney" was not maintainable. The judges were Lord ELLENBOROUGH, C.J., and BAYLEY, ABBOTT and HOLROYD, JJ., and the judgment was clearly to the effect that no action lies for words pertinent to the issue, leaving the point in doubt whether an action lay for words irrelevant. But from a note which was prepared by the latter learned judge (see *per* ALDERSON, B., in *Gibbs v. Pike*, 9 M. & W. at p. 358), and which goes more fully into the whole question than the judgments, it appears that he inclined to the opinion that an action could not be supported "for words false and malicious spoken by a party conducting his own case before a court of competent jurisdiction," and that a counsel is in the same situation as the party. For ourselves, however, we think the law is still as it was laid down in the old case of *Brook v. Sir Henry Montague* (Cro. Jac. 90), "that a counsellor hath a privilege to enforce anything which is informed unto him for his client, and to give it in evidence, it being pertinent to the matter in question, and to examine whether it be true or false;" that is, that relevancy is a question to be considered. But it seems difficult to say that the expressions complained of in *Munster v. Lamb* were not relevant to the issue.

BILLS OF SALE NOT IN ACCORDANCE WITH THE STATUTORY FORM.

THE CASE of *Davis v. Burton, Blaiberg, Claimant* (31 W. R. 523 L. R. 10 Q. B. D. 414), is one which, as we should conjecture, may have a very sweeping operation with regard to the validity of bills of sale executed subsequently to the coming into operation of the Bills of Sale Act (1878) Amendment Act, 1882, and is, therefore, one which is worthy of consideration by all who may have to frame or advise on the effect of such bills of sale. We should think it not improbable that a great many bills of sale have been drawn in such a manner as to come within the scope of that decision. It used to be, prior to that Act, a very common thing for a bill of sale to be framed in the following manner:—A certain sum being advanced on the security of the bill of sale, to that sum a certain sum, called generally in the bill of sale the consideration money for the advance, was added, and the whole was made payable by instalments; and upon default in the payment of any instalment the whole sum—i.e., the advance, plus the consideration money—became due immediately, and upon non-payment thereof the goods could be seized. There is no doubt that this machinery, ingeniously devised by money-lenders, led to the grossest injustice and hardship in many cases. The consideration money in most cases, even assuming that it was paid in the instalments at the specified dates, represented a most exorbitant rate of interest; but when the whole might become immediately due upon any default, before the borrower had enjoyed the use of the sum advanced to him for anything like the full period, of course the exorbitant character of the transaction was enormously enhanced. Besides, the bill of sale usually stipulated for the performance of all sorts of extraordinarily stringent covenants by the grantor as well as punctual payment of the instalments, and upon default in performance of any of these covenants, the whole sum, consisting of

advance and consideration money, became immediately due. The borrowers in such cases are frequently people of unbusiness-like character, or pressed by the exigency of the moment; they hope or assume that they will be able to pay the instalments; they do not pay much attention to the complicated covenants and provisions contained in very small print; and the result often was that some poor tradesman or farmer in a small way of business, who had fallen into the hands of a money-lender, found that the transaction, so far from helping him, even for a short time, only involved him in immediate ruin. He got really nothing for his money in such cases, and the only result of the transaction, in substance, was to enable the bill of sale holder to defraud both the grantor and his creditors.

The new Act, as our readers will remember, provides that a bill of sale shall be void unless made in accordance with the form given in the schedule, and the case to which we refer decides that bills of sale framed in the manner we have described are not in accordance with the form in the schedule, and so are void. We hope and believe that this decision will stand when it comes to be discussed hereafter; and if it does, we believe that a great deal of injustice and oppression will be prevented in future. Cave, J., said, in giving judgment, "This instrument is not in substantial accordance with the form. In the first place, it provides for the payment of capitalized interest, which is stated to be at the rate of sixty per cent., but which may come to be enormously more if there is a violation of any of the covenants, and a consequent seizure of the goods. That alone is enough to show that the bill of sale is not in accordance with the form. If it had followed the form, nothing more could have become payable than the principal sum and interest down to the seizure. As it is framed, the effect might be that a week after the execution of the deed, the mortgagee could seize for the whole of the so-called capitalized interest." It is true that the learned judge also specified other points in which the bill of sale deviated from the form, and that the instrument was, perhaps, still more obviously bad on those points; but the judgment is a most clear and definite expression of the opinion that it is no longer legal to frame bills of sale in the manner we have described. Mr. Justice Day concurred generally in the judgment of Mr. Justice Cave, and such concurrence must be taken, therefore, to include all the grounds mentioned by the latter judge.

The other ground upon which the bill of sale in the case we refer to was held bad, was as follows:—The statute provides that the goods included in the bill of sale shall only be seized on certain contingencies, one of those contingencies being non-payment of the sum secured by the bill of sale at the time specified. The draftsman of the bill of sale in this case had very ingeniously endeavoured to evade the provisions of the statute in this respect by the following device. It was provided that upon certain contingencies, other than the contingencies specified by the Act, the whole sum secured by the bill of sale should immediately become due, and that the goods should be liable to seizure upon the contingencies mentioned in the Act. It was contended that, one of the contingencies mentioned in the Act being non-payment of the sum secured by the bill of sale, there was nothing in the bill of sale which contravened the Act. The court held that the form of the bill of sale in this respect also was invalid, as it was an attempt to evade the provisions of the Act and was clearly not in accordance with the form in the schedule.

It must not be concluded from this decision that all bills of sale not in the precise terms of the form given in the schedule to the Act are void. Bills of sale to secure a current account with bankers, varying in amount but not exceeding a specified sum, cannot be made in exact accordance with the form, which seems only to contemplate a bill of sale for a specified sum, repayable at a certain time or by certain instalments. We incline to think that if such a bill deviates from the form given in the schedule only to the extent necessary to give the required security and no further, it will be held to be in substantial compliance with the requirements of the Act. But upon this, as upon many other points of this strange Act, it is impossible to speak with confidence.

The Rule Committee of Judges met on Thursday, when the Lord Chancellor, Lord Chief Justice Coleridge, Lord Justice Lindley, Sir James Hannen, Baron Pollock, Mr. Justice Manisty, and the Master of the Rolls, who has been added to the committee in place of the late Sir George Jessel, attended.

THE PROPOSED LEGISLATION AS TO DESIGNS AND TRADE-MARKS.

III.

The 67th clause of the Government Bill proposes to refuse registration to words which would be deemed disentitled to protection in a court of justice, thus re-enacting the latter part of section 6 of the Act of 1875, with a sufficient alteration of language to place it beyond dispute that the construction already put upon that part of the section by the late Master of the Rolls is the right one—viz., that it refers exclusively to inherent defects in the words themselves, and not to any comparison with other marks. It might have been as well to introduce into this section the 17th clause of the directions to applicants for registration, if it is intended to maintain it, by which registration as new marks or prominent parts of new marks is to be refused to representations of the Queen or any member of the Royal family, to the Royal arms, to representations of the Royal crown or of national flags, to arms of counties, cities, and boroughs in the United Kingdom, to prize or exhibition medals, to the word "patent," and to a signature not that of the applicant. At present registration of these words and emblems is refused by a rather wide interpretation of the jurisdiction of the commissioners. It may quite possibly be advisable to forbid the use in a trade-mark of the Royal arms, while it may not be worth while to enact the penalties proposed by clause 94 of the Bill for assuming those arms without authority; and there can be no right to turn into a trade-mark an exhibition medal which has been awarded to many recipients. Persons who have been awarded a medal require protection against other prize-takers who wish to monopolize the use of it, as well as against non-recipients, who ought to be forbidden generally to claim to share the merits of those who have received medals.

The provisions of the 3rd section of the Act of 1875 are repeated in the 69th clause of the Bill, from which, and also from the remarks of Mr. Chamberlain in introducing the Bill, it is pretty clear that the Government have no intention of admitting the principle suggested by Mr. Arnold's Trade-Marks Bill. The 3rd section of the Act of 1875, which it is now proposed to re-enact, lays down that registration of a trade-mark is to be *prima facie* evidence of the exclusive right of the registered proprietor to the mark, and after five years' registration conclusive evidence of the fact. In *Palmer's case* the Court of Appeal decided that for the five years' registration to have this effect the mark registered must be something which was, or was capable of being a trade-mark, so that descriptive words, or words which were common to a trade could not become the exclusive property of any one by the mere fact of a five years' registration. This decision it is the object of Mr. Arnold's Bill to reverse, by enacting (clause 1) that five years' registration is to give an "absolute and unimpeachable right" to the exclusive use of a trade-mark, "whether it is or is not a trade-mark" as defined by the Act of 1875, and also (clause 2) that no person, other than the registrar or the registered proprietor, is to be "entitled to commence any proceeding for the rectification of the registration" of a five years' mark, but that the certificate of registration of such a mark is to be conclusive evidence of the exclusive right. The result of such a law would be that any one who had stolen a march upon his rivals in trade, and had obtained registration of such words as "first quality," "warranted genuine," "best brandy," and so on, would after five years be absolutely entitled to the exclusive use of words for which no one would ever have searched the *Trade-Marks' Journal* because of the very absurdity of the claim. It would be most unfortunate, and a great discouragement to honest trade if such a proposal as this were allowed to become law. Happily it does not appear that it will be accepted by the Government, and their Bill preserves the existing state of affairs in this respect.

After clauses making registration, or, as to old marks, a certificate of refusal to register, necessary for legal proceedings to protect a trade-mark, regulating the practice of registration, and authorizing the Board of Trade, with the sanction of the Treasury, to fix fees, comes a long clause (74), containing no less than thirteen sub-sections, with reference to the Sheffield Cutlery Company. This company has for centuries regulated the steel trade of Hallamshire, and special provisions are contained in the Act of 1875 and in the Rules with regard to it. These provisions it is now proposed to modify considerably, principally, it is believed, on account of the failure of the company to comply with the provisions of the

existing Acts. It is now proposed to give the Cutlery Company jurisdiction within their district over raw steel and goods made of steel, or of steel and iron combined, whether with or without a cutting edge, thus going considerably beyond the Cutlery Act of 1860. A new Sheffield register of marks used on any such goods by persons carrying on business in Hallamshire, or within six miles thereof, is to be established under the management of the Cutlery Company; the Cutlery Company are to give notice of such applications to the comptroller, and the comptroller is to give notice to the company of applications for marks to be used on goods of this description outside the company's district; then at the end of five years from the commencement of this Act the present cutlery register of corporate marks is to be closed, and all marks therein, but not in the new Sheffield register, are to be deemed to be abandoned; and any decision of the Cutlery Company is to be subject to appeal to the comptroller, and, ultimately, to the court. The Bill is not very explicit as to what course is to be adopted in consequence of such notifications as mentioned above, and, in this respect, some amendment is necessary, and it would also be only right to give a *locus penitentie* by appealing to the court in cases in which a Sheffield mark has not been transferred to the new register within the five years. Still, there is not so much to object to in the clause if the principle is once admitted that there ought to be a separate Sheffield register. This is a very serious question, and it appears to us that, now that a general register of trade-marks is established, the reason for the existence of a Sheffield register is gone. There has never been a separate register at Manchester for cotton marks, or at Redditch for needle marks, though at each place a committee was formed to assist in discriminating true trade-marks from marks which were not so. Their labours ended when the old marks had been dealt with, and it would be more generally satisfactory with respect to steel marks if the registrations were, for the future, all conducted in London, merely keeping an office in Sheffield, under the Cutlery Company, if desired, for the purpose of giving information as to steel marks, just as there is one in Manchester which discharges similar functions with respect to cotton marks. This leads, by the way, to the observation that, although the Bill proposes to provide specially for a Manchester design office, it makes no reference to the Manchester Trade-marks Office, which is already in existence, though not under the authority of any Act of Parliament, but merely of certain rules. If an enactment is thought necessary in the one case, it should be in the other.

This disposes of the trade-marks part of the Bill, and it only remains to refer to a few of the general clauses which have a bearing upon this subject. Thus, clause 82, as to the rectification of the register; clause 83, as to the comptroller's power to correct clerical errors; clause 87, as to the permission to send applications and notices by post; clause 90, as to the power of the Board of Trade to make general rules; clause 93, as to international arrangements, by which a certain prior right to the registration of trade-marks is given to the subjects of States with which an international arrangement has been come to; and clause 102, incorporating the existing trade-marks register with the new one. These provisions are mainly repetitions of existing enactments, and do not contain anything to which objection need be made, and, with respect to the provisions of the Bill generally on the subject of trade-marks, it may safely be said that there is little to complain of in those provisions, and that a fitter subject of complaint is the absence from the Bill of provisions which might reasonably have been expected to be incorporated in it.

We have now examined the provisions of the four Bills which are now before Parliament on the subjects of Patents, Designs, and Trade Marks, and it is safe to say that if either of the two principal Bills receives the sanction of the Legislature much good ought to result. The principal subject of the Bills is naturally that of patents, which everyone has for years past admitted to be in a far from satisfactory condition, and, accordingly, three of the four Bills deal with this subject, two in a very thorough and satisfactory way. With regard to designs and trade-marks, there are fewer defects to be discovered, and these subjects are, consequently, practically left to the Government. With respect to patents, we have already indicated the different points in which the one or the other Bill appears to be preferable, while, with respect to designs and trade-marks, we have only had to consider how far the Government proposals were satisfactory, and in

what particulars they required cutting down or supplementing. It is gratifying to find that the Government Bill, on which the future measure will, in all probability, be framed, is already so satisfactory a proposal, and can so easily be amended in the points in which it is defective. It may be hoped it is not yet too late for the Government to adopt the proposal of the Society of Arts for the establishment of a new Board of Commissioners of Patents. When the long-talked-of measure for the reform of the copyright laws is at last framed, it should be a subject to be seriously considered, whether a new system of registration should not be established and placed under the control of the same authorities as have the control of patents, designs, and trade-marks. Patents and copyrighted literature are alike the product of inventive talent, the exclusive right to a design is already styled a copyright, and the nature of trade-marks is so akin to that of copyright that the title of a book belongs to the one category, its contents to the other. To include all under one jurisdiction would be to take the last step in a course which has already been pursued with success on previous occasions, and to make the system finally complete.

CORRESPONDENCE.

THE LAW SOCIETY OF THE UNITED KINGDOM v. SHAW AND BLAKE.

[To the Editor of the Solicitors' Journal.]

Sir,—Messrs. Shaw & Blake have sent us a circular intimating that the case brought against them by the Law Society was heard by the House of Lords on the 30th ult., when the decision of the Court of Appeal was affirmed in their favour and the appeal dismissed with costs, their lordships agreeing that the duties discharged by the respondents were simply those of messengers to the solicitors who employed them, and that there was nothing in the statutes or in the rules to prevent them from discharging those duties. Such is the report Messrs. Shaw & Blake give of the decision, with this further statement, "In so doing we neither acted as solicitors nor proctors." Probably most people will be very well satisfied with the decision as far as it goes; but to our minds it does not deal with the real difficulty, which is, as we understand the matter, the fact of Messrs. Shaw & Blake and others in their line of business not only acting as messengers but as London agents. We know quite well that solicitors in the country send up to them their applications for probate and letters of administration, which are granted without the intervention of a London solicitor, and the country practitioner makes the full charge for the work done. Now, Sir, inasmuch as a country solicitor is not allowed to practise in London unless he has also an office in London, and has paid the higher rate of duty upon his annual certificate, we do not see how Messrs. Shaw & Blake may be said to act as his messenger. One of two things must follow—(1) either Messrs. Shaw & Blake are placed in the position of London agents without the proper qualification; or (2) the country solicitor is practising in London without having paid the duty required upon a London certificate. Moreover, if Messrs. Shaw & Blake are to be allowed to act for the country solicitor in probate matters, it appears to us that they will very soon claim to do much of the work that is now usually transacted through the recognized London agent. The subject is of much importance to the profession generally, and particularly to young men who cannot afford to have their rights and privileges encroached upon. We trust, Sir, that the matter will not be allowed to rest, and that this one of many inroads upon the profession may be checked.

The subject leads us to point out that solicitors in the country—especially in such towns as Manchester, Liverpool, and Leeds—have all the advantages enjoyed by a London solicitor, and, in fact, a great deal of the litigious work previously carried on in London is now done either by them properly, or as agents, in the district registries. Under these circumstances, why should a London solicitor be called upon to pay a duty of £9 instead of £6 upon his annual certificate? In other words, what reason is there for imposing upon the London solicitor duty of half as much again as that paid by solicitors practising in the large towns and district registries? The question is at least open to consideration, and we hope, Sir, that you will facilitate its discussion.

A. & B.

May 8.

COST OF SHORTHAND WRITERS' NOTES.

[To the Editor of the Solicitors' Journal.]

Sir,—It may be of interest to your readers to know that in a case of *Gandy v. Reddaway*, in which judgment was delivered last Tuesday

by Mr. Justice Pearson, upon Mr. Higgins, Q.C., applying on behalf of my clients, the defendants, for the costs of the shorthand writers' notes, his lordship said, "Oh! certainly they will be included. For the information of the bar generally, I may say that I am so satisfied with the advantage to all persons of having shorthand notes that in all cases, if I am asked beforehand (unless I think the case is so small and so trivial that it will not bear the expense of the shorthand notes), I shall at once order shorthand notes to be taken. It really saves the parties in one day probably the expense of the shorthand notes."

The case in question would have taken, at least, twice as long to try without the notes, and I am sure his lordship's remarks will give satisfaction to all readers.

A. MACDONALD BLAIR.

Manchester, May 3.

CONVEYANCE CONTAINING DECLARATION ENLARGING TERM OF YEARS.

[To the Editor of the Solicitors' Journal.]

Sir,—I recently prepared a conveyance in which I inserted a declaration enlarging an old term of years into a fee simple under section 65 of the Conveyancing and Law of Property Act, 1881, and stamped such conveyance with the proper *ad valorem* duty.

Acting, however, upon a suggestion made by my stationer, I have had the deed adjudicated on, and the commissioners have decided that it requires an extra stamp of ten shillings to be impressed thereon in respect of the above declaration.

Surely this was never the intention of the Legislature?

Canterbury, May 4.

CANTUAR.

CASES OF THE WEEK.

PRESCRIPTION—LIGHT—INJUNCTION TO RESTRAIN OBSTRUCTION TO FREE ACQUISITION OF RIGHT—RAILWAY COMPANY.—In a case of *Bonner v. The Great Western Railway Company*, before the Court of Appeal on the 4th inst., the question arose whether an injunction could be granted to prevent a railway company from erecting screens on land which they had acquired for the purposes of their Act, in order to prevent a neighbouring landowner from acquiring a right to the access of light over the company's land. The plaintiff was the owner of a hotel adjoining the defendants' railway, and the defendants had erected screens to obstruct the light coming to the plaintiff's windows, with the object of preventing the plaintiff from acquiring a right to the access of light. It was admitted that the plaintiff's windows were not ancient lights, but it was contended that a railway company is not in the same position as an ordinary landowner, and is only entitled to use its land for the purposes of its undertaking. Bacon, V.C., granted a mandatory interlocutory injunction, compelling the company to remove the screens. The Court of Appeal (BAGGALLAY, LINDLEY, and FRY, L.JJ.) discharged the order. BAGGALLAY, L.J., said that if the railway company had been using their land for a purpose not authorized by their Act, and that improper use of the land interfered with the right of an individual, he might get an injunction. If there was the same unlawful use, but no private person was injured, the Attorney-General might, in some cases, come for an injunction. But here the plaintiff had no right at all. His windows had not been enjoyed by him long enough to gain for him a right to the access of light to them. Apparently, the view of the Vice-Chancellor was that the plaintiff had an accruing right, so that if there was no interruption for twenty years an easement would be acquired. It was, however, contrary to every principle that a person who had no right should restrain a railway company, or anybody else, from doing what would prevent him acquiring a right in time. Therefore, the plaintiff was not entitled to an injunction. But the substantial contention was, that the railway company having acquired its land under parliamentary powers for the purposes of the railway, the company did not get the same rights of enjoyment as an ordinary landowner would. No doubt there would be found in particular cases observations of the judges to the effect that railway companies had not the same unlimited rights as other owners. They were not at liberty to use their land in a manner inconsistent with the purposes provided for in their Act. But when the question was how land might be ordinarily enjoyed by a company, which had acquired it for the purposes and was using it in the way prescribed, it was clear that the company ought not to be interfered with in exercising the rights which ordinary proprietors had, so long as they did nothing contrary to their Act. It was not said that the company were doing so in this case. The substantial question must be tried at the hearing, and there was no ground for an injunction at the present stage. LINDLEY, L.J., thought it was enough to say that the plaintiff asked for an injunction to restrain an interference with light, to which he admitted he had no title at all. FRY, L.J., was of the same opinion. He had no doubt as to the power of the court to grant a mandatory injunction on an interlocutory application; but the plaintiff had no *prima facie* right to the access of light. As to the balance of convenience, taking down the hoarding might hurt the defendants, but leaving it up could only do very slight injury to the plaintiff, which could be compensated by damages. The defendants were not acting oppressively, but had put up the hoarding *bona fide*.—SOLICITORS, R. E. Nelson; Robinson, Preston, & Steer.

TENANT FOR LIFE—POWER OF LEASING—LEASE BY WAY OF MORTGAGE—VALIDITY.—In a case of *Taylor v. Lord Mostyn*, before the Court of Appeal on the 9th inst., the question arose whether a power contained in a strict settlement of land by will, authorizing the tenant for life to grant leases of mines, had been validly exercised. The will empowered the respective tenants for life, when in possession of the estates, to grant any lease or leases of any mines or mine, colliery or collieries, or of any parcel or parcels of land for the purpose of digging for, winning, or gaining any ore, minerals, or coal in any part of the estates, for such terms or number of years, and under and subject to such rents or reservations and agreements as to such tenant for life should seem reasonable or proper. The tenant for life in possession, purporting to exercise this power, demised some collieries on the estates for a term of ninety-nine years, at a peppercorn rent, by way of mortgage to secure the repayment with interest of a sum of £6,000 advanced to him by the lessee. The action was brought by the mortgagee to foreclose the mortgage, and it was contended by the persons interested in the estates that the lease was not a valid exercise of the power; that the power was intended to be exercised for the benefit of all the persons interested in the estate, and not for the exclusive personal benefit of the tenant for life. Bacon, V.C., held that the lease was valid, and his decision was affirmed by the Court of Appeal (BAGGALLAT, LINDLEY, and FRY, L.J.J.). FRY, L.J., who delivered the judgment of the court, said that the words of the power made the donee the absolute judge of what was reasonable and proper. Was there anything to limit the generality of the language? It was said that it was limited by the "words for the purpose of digging for, &c., any ore, minerals, or coal." His lordship thought these words were not a limitation on the power generally, but that they related only to the parcel or parcels of land which might be demised. It enabled the donee to grant a lease of any parcel of land wherever situate on the estate, provided it was granted for the purposes specified. It would be doing violence to the language of the power to say that the tenant for life could not exercise it in any manner he pleased. It was admitted that he could take a fine, but it was said it must be a reasonable one. But the moment it was conceded that he could take a fine for his own benefit, the court had no means of ascertaining what was reasonable. His lordship thought the point was really concluded by *Sheehy v. Lord Muskerry* (1 H. L. C. 576). Then the words of the power were, "as he shall think fit," but his lordship could see no valid distinction between those words and the words in the present case, "as to such tenant for life shall seem reasonable and proper." The lease was, therefore, a valid exercise of the power.—SOLICITORS, *Law, Hussey, & Hulbert; Gregory, Rowcliffe, & Co.*

VENDOR AND PURCHASER—TITLE—UNSTAMPED DEED—LANDS CLAUSES CONSOLIDATION ACT, 1845, ss. 75, 82—COSTS.—In a case of *Ex parte The Birkbeck Freehold Land Society*, before Pearson, J., on the 5th inst., the question arose whether a vendor of land was bound, at his own expense, to procure the stamping of an unstamped deed which formed part of the title to the property. In 1871 the Birkbeck Society purchased some land situate within Epping Forest, and the land was conveyed to the trustees of society in fee simple. Some portions of the land thus purchased were the afterwards allotted under the rules of the society to some of their members, who paid the society for them, and the plots of land so allotted were conveyed to the allottees by the trustees. After this had been done the Epping Forest Act, 1878, was passed, and it provided that certain lands (including those which the Birkbeck Society had purchased) should be thrown open, and that an arbitrator appointed by the Act should determine what sum should be paid by the conservators of the forest to the owner of the soil of any portion of the land thrown open, as purchase-money for the soil thereof, with the minerals thereunder and the timber thereon. With the Act were incorporated the provisions of the Lands Clauses Consolidation Act, 1845, with respect to the purchase-money or compensation coming to parties having limited interests, or prevented from treating, or not making title, and with respect to the conveyances of lands. On the passing of this Act the Birkbeck Society repurchased from their allottees the plots of land which were thus to be thrown open, at the prices which the allottees had given for them, and the allottees executed re-conveyances to the trustees, the re-conveyances being indorsed on the original conveyances. The re-conveyances were not stamped. The arbitrator afterwards determined that the sum of £397 was to be paid by the conservators to the Birkbeck Society for the purchase of their interest in the soil of the land belonging to them which was to be thrown open, and the minerals and timber, and that the land should be thrown open on payment of the £397, and that on such payment the society should, at the expense of the conservators, execute a conveyance to them. The society furnished an abstract of title to the conservators, who made no objection to the title, except that the re-conveyances to the society ought to have been stamped, and they required that they should be stamped at the expense of the society. The society declined to do this, but offered to procure the allottees to join in the conveyance to the conservators, and the conservators thereupon paid the £397 into court, and, after this had been done, they, under the power conferred by section 75 of the Lands Clauses Act, executed a deed poll vesting the land in themselves in fee. The society petitioned for payment of the £397 to them, and the question arose whether the money had been properly paid into court, and whether the conservators ought to pay the costs of the petition. Reliance was placed on the case of *Whiting to Loomes* (29 W. R. 435, L. R. 14 Ch. D. 822, 17 Ch. D. 10), as showing that the vendors were bound to procure the stamping of the re-conveyances at their own expense. Pearson, J., said that this was quite a different case from *Whiting to Loomes*. There the unstamped deed was a mortgage deed, the mortgage being for a term. It had been acted on, and it was a valid mortgage

deed. The mortgagee could not be made a party to the conveyance to the purchaser without showing what his interest was. Jessel, M.R., said that the purchaser would have a right to set up the term as a protection against mesne incumbrances. His judgment was founded on this, that the mortgage deed might be of real use to the purchaser as a defence at some future time. The Court of Appeal appeared to indorse his judgment. There was nothing of that kind in the present case. The use of the re-conveyances could only be to vest the legal estate in the Birkbeck Society, so as to enable them to convey it to the conservators. A deed in which the allottees joined would be manifestly sufficient to do that. If the re-conveyances should afterwards crop up, they would throw no doubt on the title; they would show why the allottees had joined in the conveyance to the conservators, and that every right, legal and equitable, had been vested in the Birkbeck Society. The conservators were not entitled to require the re-conveyances to be stamped at the expense of the society. They must pay the costs of the petition.—SOLICITORS, *Poncione & Leggatt; The City Solicitor.*

ATTACHMENT—DISOBEDIENCE OF ORDER MADE IN CHAMBERS AND NOT ENTERED—CONSOLIDATED ORDERS OF COURT OF CHANCERY, ORD. 35, R. 32.—In a case of *Ballard v. Tomlinson*, before Pearson, J., on the 4th inst., the question arose whether an order which had been made in chambers, but had not been entered, could be enforced by attachment. An order had been made in chambers that the defendant should file an answer to further interrogatories. The order was not obeyed, and the plaintiff then moved for leave to issue a writ of attachment against the defendant. On the hearing of the motion the objection was taken that there had been no proper service of the order, the order not having been entered. Rule 32 of order 35 of the Consolidated Orders of the Court of Chancery provides that "all orders made in chambers, and drawn up by the chief clerk or registrar, shall be entered in the same manner, and in the same office, as orders made in open court are entered." Pearson, J., was at first disposed to overrule the objection, but, ultimately, after consulting one of his chief clerks, he came to the conclusion that, though, in practice, orders made in chambers are, with the view of saving time and expense, not entered, yet, if it is desired to enforce obedience to such an order by attachment the order must be entered just as an order made in court.—SOLICITORS, *G. H. K. & G. A. Fisher; Wright & Filley.*

VENDOR AND PURCHASER—"OUTGOINGS" TO BE DISCHARGED BY VENDOR—EXPENSES PAYABLE TO LOCAL BOARD—PUBLIC HEALTH ACT, 1875, ss. 150, 257.—In a case of *In re Furtado and Jeffries*, before Pearson, J., on the 8th inst., a question arose as to what was included under the description of "outgoings" in a contract for the sale of land. The contract, which was entered into in November, provided that the vendor should discharge all "outgoings" in respect of the property up to the date fixed for the completion of the purchase, which was in December. In October certain works had been executed by the local board in whose district the property was situated, such as breaking up streets and making sewers, the cost of which the board were entitled, under the Public Health Act, 1875, to compel the owners of the adjoining properties to pay, the owner of the property included in the contract for sale being one of the persons so liable to pay. The cost of the works was not apportioned by the board among the different persons chargeable until after the date fixed for the completion of the contract, nor was any demand for payment made by the board until after that date. The purchaser required that the vendor should pay the amount thus demanded by the board, on the ground that it was an "outgoing" within the meaning of the contract. Pearson, J., on the authority of *Midgley v. Coppock* (28 W. R. 161, L. R. 4 Ex. D. 309), which dealt with similar charges under the Manchester Improvement Act, held that the amount claimed by the board was an "outgoing" which the vendor was bound to discharge.—SOLICITORS, *Ranger & Burton; Harwood.*

PRACTICE—INVESTMENT—CASH UNDER CONTROL OF COURT—MONEY PAID IN UNDER PRIVATE ESTATE ACT—23 & 24 VICT. C. 38, s. 10—GENERAL ORDER OF COURT OF CHANCERY, FEBRUARY 1, 1861.—In a case of *Jackson v. Tys*, before Pearson, J., on the 8th inst., the question arose whether the general power of investment conferred by section 10 of the Act 23 & 24 Vict. c. 38, with regard to cash under the control of the court, applied to money paid into court under the provisions of a private estate Act, which enacted that all moneys paid into court pursuant to the Act "shall in the meantime," and until applied, invested, or laid out for any of the purposes by the Act authorized, "be laid out in the name of the Accountant-General in the purchase of Exchequer bills." An application was made to the court to sanction the sale of some of the Exchequer bills which were in court, and the investment of the proceeds on mortgage, so as to produce a larger income for the tenant for life. Pearson, J., held, on the authority of *Ex parte St. John's College, Oxford* (31 W. R. 55, L. R. 22 Ch. D. 10, ante, p. 54), that the court had power to sanction such an investment. He thought that they intended to decide that whenever money was under the control and care of the court the enlarged power of investment was given by the Act of 1860.—SOLICITORS, *E. C. Huntington; Hughes, Hooker, & Co.*

NUISANCE—INJUNCTION—LOCAL BOARD—PERMISSIVE NUISANCE—PUBLIC HEALTH ACT, 1875, ss. 17, 21.—In a case of *Charles v. The Finchley Local Board*, before Pearson, J., on the 8th inst., the question arose whether an injunction could be granted to restrain a local board from permitting a landowner within their district to send sewage into a drain belonging to

them so as to cause a nuisance to the plaintiff. The plaintiff was the owner of a house in front of which was an open ditch belonging to the board, and which was only intended to be used and was only used by them for the drainage of surface water. In the year 1878 one Cooper, who was the owner or lessee of lands on one side of the plaintiff's property, entered into an agreement with the board that a drain to carry off the rain water from his property should be carried into this ditch above the plaintiff's house, and that agreement was carried into effect in 1880. A pipe was laid down by Cooper for the purpose of carrying off the surface water, and he afterwards, without any leave or licence from the board, laid down a pipe from a cesspool on his premises and connected it with the overflow pipe, which carried not only the pure water, but also the sewage, into the ditch, and thus caused the nuisance to the plaintiff. This action was brought against the board without making Cooper a party, and it claimed an injunction to restrain the board from permitting sewage from the cesspool on Cooper's land to flow into their ditch. PARSON, J., held that the plaintiff was entitled to an injunction. He said the question was whether the plaintiff was right in bringing his action against the board, and whether the court had jurisdiction over the board under such circumstances. It was contended on behalf of the board that the action should have been against Cooper instead of against them, for they were only the owners of a ditch through which nothing but pure water was allowed by them to flow, and they were doing no wrong. It was Cooper who had caused the nuisance, and against him the proceedings should be taken. It was contended that the case was like *Glossop v. Heston and Isleworth Local Board* (28 W. R. 111, L. R. 12 Ch. D. 102), in which it was held by the Court of Appeal that, assuming an actionable nuisance existed, the defendants had themselves done no act to create a nuisance, and the plaintiff had no cause of action. But in that case what the defendants were accused of was a neglect to perform their duty of providing a satisfactory and healthy system of drainage, and the remedy would have been by writ of mandamus, and not by an action for an injunction. Then *Attorney-General v. The Guardians of the Union of Dorking* (30 W. R. 579, L. R. 20 Ch. D. 595) was relied upon. But there the complaint was that the defendants had allowed other persons besides those who had a prescriptive right to send sewage into a river, and the court was not satisfied that the defendants had the power to redress the evil. There were a vast number of persons who had a prescriptive right to send their drainage down the sewer, and there were great difficulties in proving what persons had this prescriptive right, so much so that it might have involved numerous actions with very doubtful result, and Jessel, M.R., said: "Independently of that, did anyone ever hear of an action against a man because he did not bring an action against his neighbour? Is it possible to suppose that any such action would be maintained? It would amount to an order that he should bring an action for an injunction against all his neighbours who are sending down sewage without a prescriptive right into the sewer. That is, he would have to fight in every case the question of prescription and acquiescence, and probably other questions which might arise." The Master of the Rolls, in effect, said that an injunction could not be obtained if the defendant could only remedy the nuisance by himself bringing another action for an injunction, but he did not say that the same result would follow if the defendant had it in his power physically to remedy the nuisance. The question, therefore, was whether the defendants were allowing that to be done which they could at any time physically put an end to without any action, because if that were so, the court ought to enforce their doing it. Had the defendants the right to stop the passage of sewage down the ditch? Their own evidence showed that Cooper had no right, under the agreement entered into by him, to pass anything but pure water. But it was said that, as he might pass pure water, he could not be prevented from joining with it the sewage drainage. In his lordship's opinion, the defendants had a right to stop up Cooper's drain until he should restore the water to its former state—that is, until he should pass only rain-water through it. His lordship thought the law was correctly stated in the last edition of Addison on Torts (p. 366), and that at common law there was a right, if a person was entitled to use a drain for pure water, and he was using it also for sewage, to stop it up altogether until he should disconnect the sewage. His lordship was of opinion that this right was also given to the board by the 21st section of the Public Health Act, 1875. Then it was argued, on the authority of *Attorney-General v. Acton Local Board* (31 W. R. 153, L. R. 22 Ch. D. 221, ante, p. 87), that the court ought not to grant this injunction, because, by doing so, it would cause a great amount of inconvenience to other persons in the neighbourhood, and that the balance of convenience was in favour of no injunction being granted. But it appeared that in this case there were not more than two houses occupied on Cooper's land. It could not, therefore, be said that any serious injury would be caused by stopping up this drain; and, as his lordship intended to give time so that Cooper could execute the necessary works, no inconvenience need arise. He could not perceive that he was doing any wrong to the defendants in saying that, as they had the power to stop the nuisance without bringing an action, as Cooper had allowed his sewage to pass through the drain without their leave and licence, it was their duty to prevent the nuisance. He should, therefore, grant the injunction.—SOLICITORS, *Stokes, Saunders, & Stokes; Stevens & Co.*

ADMINISTRATION—MARRIED WOMAN—CONSENT OF HUSBAND—MARRIED WOMEN'S PROPERTY ACT, 1882 (45 & 46 VICT. c. 75), ss. 1, 5, 24.—In the Probate, Divorce, and Admiralty Division, on the 8th inst., an application was made (*In the Goods of Ayres*) for a grant of letters of administration to a married woman. The deceased was a widow, and had died intestate, her personal estate being very small, and leaving her mother and her three sisters her only next of kin. The mother of the deceased, who had married a second time, had applied for a grant of letters of administra-

tion, but her husband refused to join in the administration bond. In support of the right of a married woman to take the grant independently of her husband, reliance was placed upon sections 1, 5, and 24 of the Married Women's Property Act, 1882. HANSEN, P., observed that these provisions of the Act had apparently not been under the consideration of any other division of the court, and, therefore, it would be necessary for him to construe it. He accepted the argument which had been addressed to him, for section 1 expressly rendered a married woman capable of entering into a "contract" as if she were a *feme sole*, and by section 24 the word "contract" was to include the acceptance of the office of executrix or administratrix. Hence the reasons which formerly rendered it necessary for the husband to execute the administration bond no longer existed, and, therefore, his consent to his wife's acceptance of the grant of administration was now unnecessary. He, therefore, granted the application.—SOLICITORS, *Masterman, Hughes, Masterman, & Row.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR MURRAY, sitting as Chief Judge.)

Re Campana.

Petition for liquidation or composition under sections 125 and 126 of the Bankruptcy Act, 1869—Resolution for liquidation—Power of the court to take evidence upon and to register such resolutions.

One Enrico Peretti Campana filed his petition for composition or liquidation by arrangement with his creditors, and on the 27th of March, 1883, the first meeting of his creditors was duly held, and resolutions were passed for liquidating the estate by arrangement.

The statement of affairs produced by the debtor at the meeting aforesaid showed total debts £3,672 12s. 2d., and creditors, for rent, taxes, and wages, £66 1s. 6d., while the assets were stated to be certain book debts estimated to produce £527 1s., and certain furniture also estimated to produce £46 8s.

A dissentient creditor, the Société du Crédit Mobilier of Paris, by their proxy, one Monks, examined the debtor at the said first meeting.

Bigham, for the opposing creditor, opposed the registration of the said resolutions, and tendered evidence to show the inaccuracy of the debtor's statement of affairs. For this purpose he proposed to examine the debtor and other witnesses. He cited *Ex parte Staff* (L. R. 20 Eq. 775), and maintained that the evidence he proposed to adduce would show that in reality there were no assets to distribute amongst the creditors.

Wyatt Hart, in support of the application to register, objected, and said that, on the authority of the 301st rule of the General Rules made under the Bankruptcy Act, 1869, as explained by the case of *Re Webb, Ex parte Waller* (24 W. R. 834), the court could not receive evidence to impugn the accuracy of the debtor's statement of affairs, inasmuch as the creditors had resolved upon liquidation by arrangement, except the answers of the debtor taken down in writing at the first meeting.

Mr. REGISTRAR MURRAY intimated that he could not take the evidence tendered on behalf of the opposing creditor.

Whereupon, *Bigham*, for the opposing creditor, admitted that the answers of the debtor at the first meeting would not be sufficient evidence in support of his contention.

Mr. REGISTRAR MURRAY then directed the registration of the resolutions.

Solicitors, *T. J. Angell; Lyne & Holman.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

(Before BACON, V.C.)

May 8.—*Young v. Wallingford.*

The plaintiff lent £1,000 to J. Sympton, in 1869, on a mortgage of lands, and the security having proved insufficient, the plaintiff endeavoured in this action to make the executors of T. Hamlin, the solicitor who had advised him in the matter, liable for his loss. The defendants relied on several defences, and particularly on the length of time which had elapsed, and on the disadvantage which they were under owing to the death of Mr. T. Hamlin, who might have explained the matters which were complained of by the plaintiff.

Marten, Q.C., and Bardswell, for the plaintiff.

Miller, Q.C., and Theodore Ribton, for the defendants.

BACON, V.C., said it was clearly established that Mr. Thomas Hamlin was acting as solicitor for the plaintiff in the matter of the mortgage, but the difficult question arose whether the court could after so great a length of time make the legal personal representatives of the solicitor liable. It appeared that the plaintiff had a good right of action against Hamlin in his lifetime, but there could be no claim against his executors after his death; all that he could do was to make an ordinary decree for foreclosure of the property comprised in the mortgage.—*Times.*

The members of the Northern Circuit and the members of the bar practising in the Admiralty Court, have invited the Master of the Rolls (Sir Balliol Brett) and Mr. Justice Butt to a dinner in honour of their recent elevation as Master of the Rolls and judge of the High Court of Justice respectively. The learned judges have accepted the invitation, and the dinner will, by the permission of the benchers, take place in the Inner Temple Hall on Monday, the 21st inst.

THE LAW STATIONERS' CASES.

THE following is a shorthand note of the judgments of the House of Lords in the case of *The Incorporated Law Society v. Waterlow Bros. & Layton*, delivered on the 1st inst.:-

THE LORD CHANCELLOR.—This action is for penalties under the penal clauses of two statutes. The two statutes are, first of all, the Attorneys and Solicitors Act (6 & 7 Vict.), which, in the 7th section, says that "No person shall act as an attorney or solicitor, or as such attorney or solicitor shall sue out and enter any writ or process or otherwise carry on," &c. [His lordship read from the Act.] And the latter, which is more applicable to the present cause, is the Probate Court Act, being the 23 & 24 Vict. c. 127, s. 26, which provides that "Any person who acts as an attorney or solicitor," &c. [His lordship read to the words "contempt of court."] That is a special penalty under this particular statute. "And shall be incapable of maintaining any action or suit," &c. [His lordship read to the words "forfeit the sum of £50."] The question is whether Messrs. Waterlow & Company have incurred those penalties by what they have done as admitted in this case. My lords, the admissions, as it appears to me, must be, of course, reasonably construed, but being reasonably construed must be taken as conclusively determining what the acts are which Messrs. Waterlow have done, and in respect of which the questions are to be raised. I not only think that that is necessary upon technical grounds; but, looking to the parties in this case, the Law Society on the one part, and who in the interests of what they consider of the public, and as a duty to the legal profession, ask to have this question properly settled, and, on the other hand, a firm of law stationers whose credit and respectability no one suggests that there is the slightest doubt about, I think it is impossible to doubt that the facts have been sufficiently fully stated to raise the real question which the plaintiffs on the one side think it their duty to bring before the court for its determination, and which, on the other hand, the defendants desire to throw no obstacle in the way of having a proper determination upon. Well, that being the case, my lords, we take those admissions in connection with the statutes which I have just read and with the rules of the Probate Court, which, although they do nothing to the statutes, have, I think, been rightly regarded in the court below as showing that such business as is required to be transacted by a proctor, or solicitor, or attorney in the Probate Court, must be deemed to be a proctor's, solicitor's, or attorney's business. Well, then, it is perfectly clear that, so far, there is no controversy between the parties. It is perfectly clear under those rules, that when the executor or executors entitled to grant of administration do not personally apply, that an application for probate or for grant of administration must be made either by a proctor, solicitor, or attorney, and inasmuch as the whole of the matters of business which are in question in this case are matters of business of that description—applications for probates and for grants of administration, and so on—it is perfectly clear that they fall so far within the category of a proctor's or solicitor's business. That being so, the question is, Have the defendants been doing the proctor's or solicitor's business under the circumstances which form the admissions, whether it has been done by qualified persons, the proctors or solicitors, or whether it has been done by unqualified persons, Messrs. Waterlow? Now, the particular acts which Messrs. Waterlow admit that they have done, and which your lordships must take to be all the acts relied upon in this case—those particular acts are not any of them *per se* such acts as, apart from the general business for the purpose for which they were done, would be incapable in law of being performed by unqualified persons, and therefore, my lords, I take it that they are not such acts as a qualified person was incapable in law of doing *per alios*—by any person whom he might employ to act on his behalf in reference to this particular part of his own business. It is conceded that the statutes in question do not, as a matter of fact, require proctors or solicitors to do every single matter of business of that kind which none but proctors, solicitors, or attorneys may do personally, or only through the agency of qualified persons, themselves proctors or solicitors. It is admitted that unqualified clerks; it is admitted that office messengers—I will not call them office boys, because that rather implies something immaterial to the question—that office servants and office clerks of various degrees of attainments; it is admitted that, when acting for solicitors in the transaction of solicitor's business, and not in any sense operating for themselves, either in the solicitor's name or colourably in the name of others; it is admitted that they do not incur these penalties by doing business of that kind in court or out of court. Of course, before judges, they can only do such business as judges permit, and so, in this Probate Court it is quite clear that if any particular description of person, who is a person who for good reasons was thought to be a person not allowed to act—they then would have power to say, "We will not hear you." But the question is whether that is sufficient to bring them under these penalties. In a case in which it is clear that a solicitor or qualified practitioner may act *per alios*, and is not bound necessarily to act *per se*, it must be shown that some law has limited him to the use of a kind of agency different to that which he has employed, and has made the particular agent whom he has employed subject to the penalties which are sought. Now, my lords, no such law has been enacted, and consequently there is nothing to exclude the solicitors from employing Messrs. Waterlow in any of these things which they have done, and from which, therefore, it cannot be inferred that Messrs. Waterlow have been practising as solicitors or proctors for themselves. The solicitors themselves have been the parties initiating the whole matter—carrying on the whole business in their own name, although not personally going to the office; and it is an admitted fact in the case that all the charges are between solicitor and client, are

made by the solicitor, and that what Messrs. Waterlow do is done by their own clerks and their own messenger, for which they are simply paid. What is it that they do? Why, according to these admissions, they really act as an intermediate channel of communication (if I may use the expression) between the solicitors and the Probate Office for the purpose of receiving the will from the country to engross it, and they receive with it a letter of instructions, telling them what to do when they have engrossed it, and that letter enclosed the documents which must accompany it if probate is to be granted—viz., the affidavit and the oath which is prepared, and, no doubt, sworn also, in the country, by the means of the solicitors who give them those instructions. Well, then, those documents, when engrossed—the will is engrossed—are carried by Messrs. Waterlow's clerk or messenger to the Probate Office, and are left in the name of the solicitor, a receipt being given to the solicitor, and then the messenger calls again in a short time, as it is stated in the admissions, simply in order to be informed whether the documents are in order, or whether there is anything amiss in it. If they are in order, then a day or so afterwards he calls again and receives the probate, and gives it to the solicitor. If any question arises he does not take upon himself to discuss the question, or to do any real business with regard to it, but the information is communicated through the person whom Messrs. Waterlow have sent, and by him, I suppose, it is communicated to his employers, Messrs. Waterlow, and they inform the solicitor of it, and then the solicitor does the proper and real business arising out of it. That is the whole proceeding, and there can be no question as to who has been practising as the proctor or solicitor. I say, my lords, that it is a case in which the true solicitor was at liberty to employ some other agency, there being no statute shown saying that he might not for those purposes employ this agency—there being nothing whatever in the rules which prevents the employment of such an agency as that—the question is who has been really practising as the solicitor. It is impossible to say that the two have been practising as solicitors, the whole proceedings have been in the name of one solicitor who employed Messrs. Waterlow, and it appears to me to be perfectly clear that Messrs. Waterlow have not been practising as solicitors, and that they have been simply executing instructions to do ministerial acts to save the real solicitor from the trouble and expense of getting them done otherwise. Now, what would be the legal position is very manifest. If Messrs. Waterlow desired to carry on this business for their own benefit, and were to arrange that they should be at liberty to use the name of some solicitor in order colourably to appear to be qualified practitioners themselves, that would be an act against the statute; and, of course, if in their own name, without representing any solicitor, they were themselves to go and to do that which, under the rules, can only be done by solicitors—to apply for probate and to carry on a solicitor's business—then it would be a different thing, but they have done neither the one thing nor the other. Upon the *bona fides* of what they have done there can be no doubt as to the substance of it, and the statutes do not strike at that particular kind of thing—they strike only at practising as a solicitor or as a proctor. The court below has thought that in this case there has been no such practising as a solicitor or as a proctor, and I think that the whole of your lordships are of the same opinion.

LORD BLACKBURN.—I am entirely of the same opinion. There is not supposed to be anything unfair, or any fraud, or any deceit, or any concealment in this case at all; but Messrs. Waterlow, being law stationers, and acting for a great many country solicitors, follow this course openly, which it is contended by the other side (the appellants) is illegal, and the question is whether it was illegal so as to subject Messrs. Waterlow to the penalties. I suppose the real question is to ascertain whether the course they have pursued is legal or not. If it is illegal, one penalty is asked for. That would not be much, but, undoubtedly, if they have infringed the law they must have incurred a large number of penalties, and if they have infringed the law, it would not be much to ask that judgment should be given for the plaintiff for one penalty. Now, as to that there is nothing in dispute—in the court below I mean. The judgments quite agree—taking in the first instance the particulars given here—that when Mr. Remington, of Ulverston, a solicitor employed to obtain probate of the will of David Atkins, deceased, and Messrs. Remington, of Ulverston, the solicitors doing that, were acting as proctors, they were justified because they were solicitors; but that they were acting as proctors in doing this is quite certain. But what Messrs. Waterlow, whom they employed as law stationers, did appears from the admissions. The solicitors sent to them the original will and the copy to be engrossed, and along with the original will they sent the documents called the affidavit and the oath. These were all the matters which were requisite. There was also a letter of instruction to do the acts which it with afterwards mentions—that Messrs. Waterlow did. "In accordance with instructions," it is said, "the original will and the engrossed copy and the affidavit were sent by a clerk or servant in the employ of the defendants to the principal registry at Somerset House. The defendants provide the necessary Inland Revenue stamps to discharge the fees payable at the registry office, the defendants being licensed dealers in stamps. The clerk in the registry office gives to the defendants' clerk or messenger a stamped receipt." I may say at once—and I do not think it is capable of being disputed—that when the clerk or servant of the defendants goes to Somerset House, that the defendants did it just as much as if they had done it with their own hands. There is no difference between what they did by a clerk or manager and what they would have done if they themselves had gone to Somerset House and paid the necessary fees. I take it, what appears now is that Messrs. Waterlow, by their clerk or manager—it would have been all one, as I said before, if they had done it themselves—took the original will of Mr. Atkinson, the proper affidavit and the proper oath—all of which had been prepared by Messrs. Remington—and the copy of the probate, which had been sent to them

to be engrossed, which they, as law stationers, would have to do—they took those to the Probate Office, and left them there, taking a receipt. These documents had been received from Messrs. Remington & Co., of Ulverston, the solicitors. That, I think, is clear up to that point. Now, the first question is, did they by carrying these documents there for the purpose of having probate made out act as solicitors, or as proctors rather? I should say not, being unqualified persons. That is the first question. I will go on a little further. It states what happened: "At the end of two days the clerk or messenger calls in order to be informed whether the documents are in order or whether any questions arise upon them. If the documents are in order, the clerk or messenger within one or two days obtains on production of the receipt the probate from the registry office." Up to this moment I do not think there is any dispute that the admissions are sufficiently full. I will suppose that Messrs. Waterlow by a clerk go at the end of two days, being told that the documents will be ready then, and upon the production of the receipt they say, "We come for Mr. Remington, of Ulverston, a solicitor. Here is this receipt for the documents which we deposited with you," and they get the probate and go away. Have they in any way within the meaning of the Act acted as a proctor, either in their own name, or in the name of Mr. Remington? Is that an acting as a proctor? It must be taken upon the admissions that it is perfectly *bona fide*, and that they were acting in this way for Messrs. Remington, and doing something for Messrs. Remington which, in order to get probate, Messrs. Remington must have done. It is also quite clear from the admissions which follow afterwards that in doing so Messrs. Waterlow made a small charge against Messrs. Remington, and therefore there was no privity of contract whatever between Messrs. Waterlow and the ultimate person or client for whom Messrs. Waterlow were acting. There was no privity of contract at all, but they are to be paid—not by the person who is ultimately to have the benefit of the probate when taken out, but by the solicitor, just as the clerk of the solicitor would be paid his wages by the solicitor. So far it is admitted. Then it is, however, quite clear that Messrs. Waterlow are not, as in the case of clerks, servants of Messrs. Remington in the sense that Messrs. Remington have control over them and could direct them to do what they pleased, and that if they committed negligence to bring them within the rule which is applicable to agents, and so to make Messrs. Remington in this matter responsible for the negligence of their servants. They are contractors in the sense that they are free to act, and they do act in point of fact, for a great many solicitors who have employed them as law stationers in this way, and then what they do is incidental to their business as law stationers, to lend a helping hand to their country solicitors and to the London solicitors who are a little distance from Somerset House. I see the next item in the particulars is, "In the matter of David Atkinson, deceased, they so acted in the name of G. Remington, of Ulverston, solicitor. In the matter of George Reuben Dennis, deceased, in the name of Messrs. King & Peto, of 16, Abchurch-lane, E.C., solicitors. In the matter of William Henry Henly, deceased, in the name of Messrs. Walker & Wainscott, of Landport, Portsmouth, solicitors," and exactly the same state of things exists. Now, the first question is, Are they acting as solicitors? I take it that a solicitor taking out a probate is not bound to do everything in his own name personally. There are some things which he cannot, and ought not, to delegate at all, and for which he is to give his own personal responsibility and his own personal obligation to his client—to use his own skill and his own judgment with reference to those things which are intrusted to him, and he ought not to delegate them at all. There are some matters as to which, although he may delegate and employ a clerk to do, he ought—in fact, I might say he is bound, by the statute—to see that those to whom he might intrust the duty of performing those things should be persons properly qualified to the work, and he would not necessarily have to stand by and see that everything that was done was properly done. Still it will require that a competent clerk should be employed to do the work. But there are many things which, as Lord Justice Holker says in his judgment, you might send even an office-boy at a wage of five shillings a week, or even a child to do, and he would do it just as well as anybody else. Now, are those acts which I have read, and which it is clearly admitted that Messrs. Waterlow have done, of such a nature that the solicitors in the country—Messrs. Remington, in this case I am taking—were bound to do by a skilful person who was necessarily their own servant? There is no reason that I can see why they should employ their own servant in such a case. There is no reason certainly, as far as I have gone hitherto, why they should not send as dull a boy as they could well select from the country, and who, if he were honest, would be quite competent to carry the probate to the office and bring back the receipt. I do not see the slightest ground for supposing that that was work requiring skill. Now, what Messrs. Waterlow have done is this—not acting at all as solicitors, but doing for the solicitor something the solicitor might, if he chose and could, have delegated to somebody to do, and which acts he has delegated to Messrs. Waterlow as an incident clearly to their acting as law stationers, and their being willing to do this work, receiving a small pay for it. It is impossible, to my mind, to say that they were acting as solicitors in doing that. But then the case goes on to say that, "If any question arises as to the correctness or sufficiency of the documents, such question is communicated to the clerk or messenger, and by him to defendants, who inform the solicitor from whom they received the documents thereof; when satisfactory reply given, same procedure as before." Now, I certainly construe that thus: When there is any difficulty, and when the documents are not in order, then the messenger is to carry back to Messrs. Waterlow, and through Messrs. Waterlow to the solicitors in the country—Messrs. Remington & Co., Ulverston—the statement that the documents are not in order for such and such a reason, and then Messrs. Remington, of Ulverston, would rectify them in such a way as the case might

require, by affidavit or otherwise. That is certainly how I understand it. They can merely receive such an objection and carry the message of such objection. But it was contended that it might be that there was a great deal more done, and it might be that when the objection was one of a nature that would be obviated, as it might be, perhaps, by argument or otherwise, the messenger of Messrs. Waterlow was to argue it, and to advise upon it, and to discuss it, or to do various things which certainly I think Messrs. Remington would not be doing quite their duty to their clients if they delegated to another person to do it for them, and that certainly, whether Messrs. Waterlow did them or not (which, I should think it probable, they were too wise to do), in this case all the responsibility of advising upon the matter—advising upon matters of law and things of that sort—that would be doing a very foolish and rash thing. If they did this it would be a very plausible argument to say that doing things, such as giving legal advice and so on, which Messrs. Remington ought not to have directed them to do—it would be a plausible argument to say that they were then acting as solicitors. Sir Hardinge Giffard requested us not to decide anything beyond what was in the case before us. I do not say that this would be a matter which they, the defendants, would be liable to penalties for acting as proctors if they were to do it, but I will say that I do not believe they ever did, and I am sure they will be wise not to do so in future, if they have ever done so before. That is another question. I do not say it is so, but I say it would be plausible. But I say we cannot upon these admissions hold that they are liable to pay a penalty of £50 upon the supposition that they may, perhaps, have done something or other which, certainly, the admissions do not state they have done. I do not think there is anything further I need say. I quite agree with what I think was distinctly stated below—that if they did that for the ultimate client direct; that if they were receiving a portion of the profits as a partner or in any other way, by fraud or otherwise, acting in the name of Messrs. Remington, but really and truly for themselves, this would be within the Act. Upon the admissions it is clear that they were doing nothing of the sort, and, on the ground stated by the Lord Chancellor, I say that the judgment of the court below should be affirmed, and on the grounds stated. The grounds upon which, I think, the judgment of the court below should be affirmed are these: they were honestly and really doing for Messrs. Remington, and in Messrs. Remingtons' name, a thing which Messrs. Remington might delegate to them or to anybody else to do for them, not requiring any particular skill and not being at all requisite that it should be done by a solicitor or proctor, but that it could be done by a servant of Messrs. Remington, and could be done by those persons without their in any way acting as solicitors or proctors.

Lord BRAMWELL.—I am entirely of the same opinion. I have no doubt that the matter of soliciting a probate is a matter within the Act of Parliament, and the question is, as Lord Justice Brett says, whether Mr. Waterlow acted as a proctor in respect of these proceedings. Now I am of opinion that he has not because he has not, and really that is the only answer one can give to the case which is made against him. People frequently embarrass and puzzle themselves in seeking for a reason for a negative opinion, and none can be given except that the thing has not been made out on the other side. In my opinion it has not been shown that Messrs. Waterlow acted more as proctors in this case than if the only evidence against them had been that they engrossed the probate. I really do not see, supposing that had been the case, what answer one could have given, except that they had not acted, nor do I see what answer can be given in this case except that they have not acted as proctors. What they have done is not acting as proctors. Now the proctor or solicitor in the matter is the country solicitor—the duly qualified man, I forget his name—indeed, I believe there are several of them, but I need not trouble myself about that. The defendants act for them and have no relation with the real client. They make no pretence of skill—that is to say, in advising the proceedings in any way. They would not be liable for the want of skill, and they would not be liable to the real client, and all that they do is to do something for the duly qualified man. Is that an acting as a proctor? I say no. It is quite certain that the duly qualified man is not limited to acting in his own proper person. A solicitor is not bound to go to the office to get his writ sealed, nor to go to the Probate Office to get the probate of the will. It is admitted that he may do it by a clerk, and I should think it must be equally admitted that he might do it by a friend or possibly the friend's clerk, and I cannot help thinking that the real question in this case is that which was put by Lord Justice Cotton—that the question is one for the Court of Probate. The Court of Probate might say (or at least I suppose they might) to Messrs. Waterlow, there is nothing to prevent their doing it, I know of; and if it was a discreet and proper thing to do, no doubt they would be upheld in it—they might say, "We will not allow you, the solicitor, to send anybody except your London agent, or your own clerk, or your London agent's clerk. We will limit our dealings to such persons as those, and we will not allow Messrs. Waterlow or the commissionaire if he comes there to leave the papers or to come for them when they are to be returned." That might be. But they do allow it at present, and what is done by Messrs. Waterlow is not to act as a proctor, but to do something for a proctor; and I cannot help thinking that if we were to hold otherwise this consequence might follow. It is quite certain that if a solicitor were to permit a person to make an application to a court—as it were using his name, but, in reality, acting on his own account—that person would be guilty of a contempt of court—that is to say, if the solicitor were to permit a man to use his name and really to make some application to the court on his own account, and not on account of the solicitor whose name he used—that would be a contempt of court, and the consequence would be that any one of those gentlemen who employed Messrs. Waterlow would be subject to proceedings for contempt. I am of opinion that there is really no ground for this action.

Lord Fitzgerald.—I am of the same opinion. Sir Hardinge Giffard made a very able and strenuous effort to get at a question which will arise some day or other and must be decided, and probably will be found to be under the surface of this case, and I certainly am willing to give him aid in these strenuous efforts, but the record is too strong for us. The question does not arise and cannot be raised upon the present occasion, and as it may arise hereafter I shall confine myself to saying that I adopt the construction of the admissions in this case which was put upon them by the court below, and which has been adopted by the Lord Chancellor here, and that I concur in the Lord Chancellor's judgment, and in the reasons that he has given for his judgment. I have come to the conclusion that Messrs. Waterlow have not been guilty of the offence—for it is an offence which is dealt with by the Act of Parliament—which is imputed to them, and that they have not been guilty of anything which would subject them to the penalties which are sought for.

The order appealed from was affirmed and the appeal dismissed, with costs.

OBITUARY.

LORD JUSTICE DEASY.

The Right Hon. Richard Deasy, one of the judges of the Court of Appeal in Ireland, died at his residence, Merrion-square, Dublin, on the 6th inst., in his seventy-first year, after a long illness. Lord Justice Deasy was the second son of Mr. Richard Deasy, of Clonakilty, Cork, and was born in 1812. He was educated at Trinity College, Dublin, and he was called to the bar in Ireland in 1835. His rise in his profession was slow but decisive, and he became a Queen's Counsel in 1849, and a serjeant-at-law in 1858. In 1855 he was elected M.P. for the county of Cork in the Liberal interest, and, in 1859 (on the formation of Lord Palmerston's second Ministry) he was appointed Solicitor-General for Ireland. In 1860 he succeeded the present Lord Fitzgerald as Attorney-General, and was sworn a member of the Irish Privy Council, and he rendered valuable assistance to his party in passing the Irish Land Act of that year through the House of Commons. In the following year he was appointed a puisne baron of the Court of Exchequer, and he held that office for seventeen years. In 1878 (after the passing of the Irish Judicature Act) he was transferred by his former political opponents to the Court of Appeal. Lord Justice Deasy had been for many months in weak health, and his death is universally lamented by the legal profession in Ireland. The Dublin correspondent of the *Times* says of the deceased judge, "He was held in the highest esteem by all parties as a lawyer of exceptional ability, and a most conscientious and impartial judge, and a worthy citizen, whose friendship was prized by all who were intimate with him."

MR. JOHN ORFORD.

Mr. John Orford, solicitor, of Ipswich, died at Nice, on the 28th ult. Mr. Orford was the eldest son of the late Mr. John Orford, of Ipswich. He was born in 1825, and he was educated at the Ipswich Grammar School. He served his articles with the late Mr. Samuel Jackaman, of Ipswich, and he was admitted a solicitor in 1847. He was formerly in partnership with the late Mr. Benjamin Grimsey, and subsequently with Mr. Benjamin Page Grimsey. The deceased was for several years solicitor and secretary to the Ipswich Waterworks Company. In 1866 he was appointed clerk to the borough magistrates, and he held that office till 1873, when he was elected town clerk of Ipswich, and he held the latter office until his death. Mr. Orford was highly respected at Ipswich both by his private clients and by the members of the corporation. He was for several years an officer in the Ipswich Rifle Volunteer Corps. His health had for several months been failing, and a few weeks ago he obtained leave of absence from the Corporation, and proceeded to the South of France for change of air. His remains were brought to England, and he was buried at Whitton, near Ipswich, on the 5th inst. Mr. Orford had been for several years a widower. The Ipswich Town Council have, on the motion of the mayor, agreed to a vote of sympathy with the family of the late town clerk.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, May 8.—A discussion took place upon the subject, "Has the policy of the present Government encouraged the development of Fenianism?" which Mr. T. W. Ratcliff opened in the affirmative. The opener received support from Messrs. Strickland, E. M. Brandon, C. G. May, and Lloyd Jones, while Messrs. E. E. Davies, Nisbet, T. W. Williams, and Napier amply vindicated the policy of the Government. Mr. Stuart Smith also spoke upon the question from a neutral point of view. A division took place after the opener had replied, which resulted in the numbers being equal, and the chairman thereupon gave his vote in favour of the negative.

UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society held at Clement's-inn Hall on Wednesday, April 25, Mr. D'A. B. Collyer in the chair, an interesting debate was held upon the following motion, "That the Royal Academy is not fairly

representative of British art, and is in need of reform." Mr. Kaine Jackson opened in favour of the motion, being supported by Messrs. Small, Ramsdale, and Spence, and opposed by Messrs. Eiloart, Harvey, Brown, and Collyer. The opener replied, and the chairman summed up; on the motion being put to the meeting it was carried by a majority of four votes.

At the meeting on May 2 the Right Hon. Sir W. B. Brett, Master of the Rolls, having consented to become vice-president of the society, was declared duly elected.

BIRMINGHAM LAW STUDENTS' SOCIETY.

At a meeting of this society, held on May 8, J. B. Carslake, Esq., in the chair, Moot Point No. 679, "That the judgment of the Court of Appeal in *Alderson v. Maddison* (L. R. 7 Q. B. D. 174) should be reversed on appeal to the House of Lords," was decided in the affirmative. Speakers—affirmative, Messrs. Clark, Pritchard, and Cochrane; negative, Messrs. Restall, Jeffreys, and Ryland.

THE BAR MEETING.

A MEETING of the bar, called by the Attorney-General, was held on Saturday afternoon in the Inner Temple Hall. The meeting was called in pursuance of a requisition signed by 285 members of the bar. The summons issued by the Attorney-General gave notice that the following proposals would be considered:—(1) That a bar committee be formed; (2) that the objects of the committee be to collect and express the opinions of members of the bar on matters affecting the profession, and to take such action thereon as may be deemed expedient." After the Attorney-General had opened the proceedings,

SIR HARDINGE GIFFARD, Q.C., M.P., proposed the first resolution—"That in the opinion of this meeting it is desirable that a bar committee be formed." He referred to the difficulty which was found in ascertaining the opinion of the profession at large upon legal changes. The benchers of the Inns considered themselves confined to the interests of their respective learned societies. The Attorney-General could, in the last resort, summon a meeting of the whole bar, but there was, in default of that heroic proceeding, no other organ for the expression of general opinion. There was no representative council sitting permanently which took into consideration, as a matter of course, legislation or other matters affecting the interests of the bar, and, through them, affecting the public at large, to whom the profession rendered important services. The want of some such representation had been felt when proposals, which materially altered the state of the law and the treatment of the bar by the courts, were under discussion. The committee which it was proposed to form should be merely a consultative committee, not with power to bind any one.

MR. ROBERT ROMER, Q.C., seconded the proposal. He observed that the bar was a profession which deserved to rank at least with any other profession in the country, yet at an epoch when changes were made within a few years of a more important character than the legal world had known for centuries, the body of men who had for hundreds of years discharged, with distinguished success, duties of the greatest importance to their fellow-countrymen were not heard, because they had no means of expression by which their opinion could make itself felt.

MR. JOHN CHESTER proposed an amendment to the effect that the committee should be composed in equal numbers of Queen's Counsel, junior barristers of ten years' standing, and junior barristers of less than ten years' standing, and that no election of committee should be made at that meeting, but that the committee should be elected at a subsequent meeting, and that the mode of election should be by ballot.

THE ATTORNEY-GENERAL pointed out that the amendment was quite consistent with the adoption of the first resolution, and requested him to postpone it.

The suggestion was acceded to, and the first resolution was carried unanimously.

MR. W. B. GLASSE, Q.C., proposed the second resolution:—"That the object of the committee be to collect and express the opinions of the members of the bar on matters affecting the profession, and to take such action thereon as may be deemed expedient."

MR. G. PITT-LEWIS seconded the resolution, which, after some discussion, was carried unanimously.

MR. HORACE DAVEY, Q.C., M.P., proposed the third resolution:—"That the following gentlemen, with power to add to their number, be appointed to draft the constitution of the proposed committee, and to submit the same for approval to another general meeting of the bar to be called at a day to be appointed before the next Summer Circuit. Names of gentlemen proposed to be appointed under resolution 3: Sir Henry James, Q.C., Attorney-General, Sir Farrer Herschell, Q.C., Solicitor-General, Sir Hardinge Giffard, Q.C., M.P., Mr. W. B. Glasse, Q.C., Mr. C. Russell, Q.C., M.P., Mr. W. Pearson, Q.C., Mr. W. F. Robinson, Q.C., Mr. Horace Davey, Q.C., M.P., Mr. Arthur Collins, Q.C., Mr. Arthur Charles, Q.C., Mr. E. Macnaghten, Q.C., M.P., Mr. John Rigby, Q.C., Mr. Robert Romer, Q.C., Mr. F. W. Everitt, Q.C., Mr. F. Lockwood, Q.C., Mr. L. M. Aspland, Mr. J. P. Aspinall, Mr. Seward Brice, Mr. Reginald Brown, Mr. Gainsford Bruce, Mr. Alfred Cock, Mr. Bernard Coleridge, Mr. John Edge, Mr. George Farwell, Mr. William Graham, Mr. Edward A. Hadley, Mr. R. Henn-Collins, Mr. Edwyn Jones, Mr. Douglas Kingsford, Mr. Northmore Lawrence, Mr. E. Macrory, Mr. G. Pitt-Lewis, Mr. W. G. F. Phillimore, Mr. John Rose, Mr. James Stirling, Mr. John Shortt, Mr. Francis Turner, Mr. J. Lawson Walton,

Mr. E. Wilberforce, Mr. E. P. Wolstenholme, Mr. M. S. Grosvenor Woods, Mr. Sidney Woolf." He said that the committee was a provisional, not a permanent body, that it was not the proposed bar committee itself, but was merely nominated, with power to add to its number, for the purpose of drafting the constitution of the proposed committee.

Mr. FRANK LOCKWOOD, Q.C., seconded the proposal.

Mr. JOHN CHESTER then moved his amendment.

Mr. MAN seconded it.

After considerable discussion the amendment was lost upon a show of hands.

Mr. BEAUMONT moved to add to the resolution words importing that the provisional committee were to add to their number so as to make it as fairly representative of the whole bar as possible.

This addition was accepted by Mr. DAVEY, and after votes of thanks to the Attorney-General for presiding, and to the benchers of the Inner Temple for the use of their hall, the proceedings terminated.

LEGAL APPOINTMENTS.

Mr. RICHARD SPARKES, solicitor, of Guildford, has been appointed Clerk to the Guildford School Board. Mr. Sparkes is in partnership with Mr. John Rand Capron, clerk of the peace for the borough of Guildford. He was admitted a solicitor in 1863.

Mr. LEONARD FIELD, barrister, has been elected a Bencher of the Inner Temple.

Mr. JOSEPH STANLEY, junior, solicitor, of Norwich, has been elected Coroner for the Norwich District of the County of Norfolk, in succession to Mr. Robert Thomas Culley, deceased. Mr. Stanley is the son of Mr. Joseph Stanley, of Norwich. He was admitted a solicitor in 1866, and he has been for several years deputy-coroner for the district.

Mr. FRANCIS BIRD, solicitor, of Maldon and Southend, has been appointed Clerk to the Maldon and Heybridge Building Society. Mr. Bird was admitted a solicitor in 1876.

Mr. PERCY HENRY WEBB, solicitor, of Walton, Surrey, has been elected Vestry Clerk of Walton Parish. Mr. Webb was admitted a solicitor in 1879.

Mr. CHARLES SAMUEL ROUTH, solicitor (of the firm of Routh, Stacey, & Castle), has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County of Middlesex and the Cities of London and Westminster.

DISSOLUTIONS OF PARTNERSHIPS.

FREDERICK WILLIAM MUNK and WALTER GERARD GEORGE JONES, solicitors (Munk & Jones), 11, Queen Victoria-street. April 24.

[Gazette, May 4.]

CHARLES SPENCER HOULDER and ALFRED LAWRENCE HOULDER, solicitors (Holders), Barbican, London. March 25.

[Gazette, May 8.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 7.—*Bills Read a Second Time.*

PRIVATE BILLS.—Great Western and Llynvi and Ogmore Railway; East London Railway; Sheffield Corporation. Chancery Court of Lancaster.

Bills Read a Third Time.

PRIVATE BILLS.—Lydd Railway (Extension); Windsor and Eton Water; Corris Railway. Isle of Man (Harbours).

Bill in Committee.

Pluralities Acts Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Penicuik Trust Estates; Market Deeping Railway (Abandonment); Norwood (Middlesex) and Sunningdale District Water Companies (now South-west Suburban Water); Swindon and Cheltenham Extension Railway (No. 1); South-Eastern Railway.

Bill Read a First Time.

Marriage with a Deceased Wife's Sister (Earl of DALHOUSIE).

HOUSE OF COMMONS.

May 3.—*Bill Read a Second Time.*

PRIVATE BILL.—South-Eastern Metropolitan (New-cross, Lewisham, and District) Tramways.

Bills Read a Third Time.

PRIVATE BILLS.—Birmingham Corporation (Consolidation); Cambrian Railways; Cleator and Workington Junction Railway; Downham and Stoke Ferry Railway; Great Eastern, Tendring Hundred, and Clacton-on-Sea Railway Companies Amalgamation; Heywood Corporation.

May 7.—*Bills Read a Second Time.*

PRIVATE BILLS.—Hastings and St. Leonards Gas; Standard Life Assurance Company; Wigan and District (Support of Sewers).

Bills Read a Third Time.

PRIVATE BILLS.—Lambeth Water; Leamington Corporation; North London Railway.

May 8.—*Bills Read a Third Time.*

PRIVATE BILL.—London and North-Western Railway (Additional Powers).

Municipal Corporations (Unreformed).

May 9.—*New Bills.*

Bill to amend the Act intitled "An Act for the union of contiguous benefices in cities, towns, and boroughs" (Mr. G. RUSSELL).

Bill to regulate the services of writs of the High Court of Justice in England upon persons in Scotland (Mr. ANDERSON).

Bill to authorize companies registered under the Companies Act, 1862, to keep a separate register of their members in British colonies (Sir J. LUBBOCK).

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAPITAL FIRE INSURANCE ASSOCIATION, LIMITED.—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims to Edmund Charles Chatterley, 5, Queen st. Friday, June 15 at 11, is appointed for hearing and adjudicating upon the debts and claims.

DEVON and CORNWALL ELECTRIC LIGHT and POWER COMPANY, LIMITED.—By an order made by Chitty, J., dated April 24, it was ordered that the company be wound up. Summerhays, Old Broad st, solicitor for the petitioner.

MYNYDD GOBDDU LEAD MINE, LIMITED.—Bacon, V.C., has, by an order dated April 7, appointed John Edey, 25, Change alley, Sheffield, to be official liquidator. Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, June 11 at 12, is appointed for hearing and adjudicating upon the debts and claims.

NATIONAL UNION INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented May 2, directed to be heard before Bacon, V.C., on Saturday, May 26. Clarke and Co, Lincoln's inn fields, solicitors for the petitioner.

SOUTH BANK IRON COMPANY, LIMITED.—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to William Barclay Peat, Middlesborough. Thursday, June 7 at 12, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, May 4.]

ART FURNISHERS' ALLIANCE, LIMITED.—Petition for winding up, presented May 2, directed to be heard before Pearson, J., on Friday, May 25. Kerly, Great Winchester st, solicitor for the petitioners.

COMMERCIAL ADVERTISING COMPANY, LIMITED.—Chitty, J., has fixed May 18, at 11, at his chambers, for the appointment of an official liquidator.

DEVON and CORNWALL ELECTRIC LIGHT and POWER COMPANY, LIMITED.—Chitty, J., has fixed May 18, at 11, at the Royal Courts, Room 252, for the appointment of an official liquidator.

PROPERTY TRUST CORPORATION OF LONDON, LIMITED.—By an order made by Bacon, V.C., dated April 28, it was ordered that the corporation be wound up. Walker and Co, Gresham buildings, petitioners in person.

RAMSGATE PROMENADE PIER COMPANY, LIMITED.—By an order made by Bacon, V.C., dated April 28, it was ordered that the company be wound up. Jackson and Evans, Gracechurch st, solicitors for the petitioners.

RAMSGATE PROMENADE PIER COMPANY, LIMITED.—Bacon, V.C., has fixed May 23, at 12, at his chambers, for the appointment of an official liquidator.

ROCK PORTLAND CEMENT COMPANY, LIMITED.—Petition for winding up, presented May 7, directed to be heard before Bacon, V.C., on May 26. Jackson and Evans, Gracechurch st, solicitors for the petitioners.

SPANISH TIN COMPANY, LIMITED.—By an order made by Fry, J., dated April 6, it was ordered that the voluntary winding up of the company be continued. Davis and Co, Coleman st, solicitors for the petitioners.

UXFORD TRUST, LIMITED.—Petition for winding up, presented May 4, directed to be heard before Kay, J., on Friday, May 25. Hall, Basinghall st, solicitor for the petitioners.

[Gazette, May 8.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

PARTON HEMATITE IRON COMPANY, LIMITED.—By an order made by Vice-Chancellor Fox Bristowe, dated April 27, it was ordered that the winding up of the company be continued. Boote and Edgar, Manchester, solicitors for the petitioner.

[Gazette, May 8.]

FRIENDLY SOCIETIES DISSOLVED.

CHORLEY FRIENDLY SOCIETY, Chorley, Alderley Edge, Chester. May 1.

FIFTH ALBION INDUSTRIAL LAND SOCIETY, LIMITED, County bldgs, Kingston-upon-Hull. April 28.

[Gazette, May 4.]

COURT DARLEY FREE RANGERS, 555, Ancient Order of Foresters' Friendly Society, New Inn, Darley, Leeds. May 5.

[Gazette, May 8.]

The directors of the Anglo-American Land Mortgage and Agency Company announce that they are prepared to receive applications for the unallotted portion of the first issue of the shares of the company, which is now in full operation. The company's business consists in lending money on first mortgages of freehold property in the Western States of America and in Canada, and acting as agents for the sale and purchase or negotiation of American and Canadian securities on commission. The directors of this undertaking point to the success which has been attained by companies working on the principles they have adopted, and which is shown by the large dividends paid by land investment companies.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

FENNER, MARY, Sirhowy, nr Tredegar, Monmouth, Licensed Victualler. May 22. Fenner v Wool, Chitty, J. Beaumont, Chancery lane.
 JOSELYNE, ELIZA SUZANNAH, Elder st, Norton Folgate. May 22. Joselyne v Joselyne, Bacon, V.C. Houghtons and Byfield, Gracechurch st.
 SAVERY, JOHN THOMAS, Modbury, Devon, Solicitor. May 23. Hoppell v Savery, Bacon, V.C. Andrews, Modbury.
 WRIGHT, SAMUEL JOHN, Abbey gdns, St John's Wood, Solicitor. June 1. Buckingham v Wright, Pearson, J. Indermaur, Chancery lane.
 [Gazette, April 27.]
 CORIN, JOSEPH HARRIS, Cardiff, Newsagent. June 8. Farrington v Corin, Kay, J. Cousins, Cardiff.
 HARTWELL, JAMES, Bessie pk rd, Shepherd's Bush, Builder. May 30. Simpson v Hartwell, Pearson, J. Rae, Mincing lane.
 HINDLE, JANE ANN, Preston. May 21. Williamson v Hindle, Pearson, J. Tattam, Bishopsgate st.
 LAWTON, NICHOLAS CARAS CORSELLIS, Wivenhoe, Essex, Esq. May 31. Lawton v Lawton and Mills and Co v Lawton, Kay, J. Tyas and Huntington, King st, Cheapside.
 LORD, HENRY, East Lynmouth, Devon. May 29. Lord v Hays, Kay, J. Gould, Exeter.
 ROGERS, JOHN, Mansfield, Nottingham, Innkeeper. May 28. Andliff v Lindley, Chitty, J. Hibbert, Mansfield.
 SEARS, JAMES, Greenwich, Dairyman. June 1. West v Sears, Chitty, J. Bristol, John st, Adelphi.
 SMITH, WILLIAM JOHN. May 28. Smith v Smith, Bacon, V.C. Alexander, Ely pl.
 SNELLING, JOHN, Hinderclay, Suffolk, Farmer. June 1. Foster v Matthew, Chitty, J. Bruff, Chancery lane.
 SPICER, JOHN, Ashburn pl, South Kensington, Builder. May 29. Dennis v Spicer, Chitty, J. Foster and Spicer, Queen st pl, Cannon st.
 [Gazette, May 1.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ATKINSON, MARY, Newcastle upon Tyne. May 19. Griffith and Co, Newcastle upon Tyne.
 BAYWELL, JOHN, Weston super Mare, Somerset, Retired Innkeeper. June 23. Baker and Co, Weston super Mare.
 BRADSHAW, FRANCIS, sen, Barton Park, Derby, Esq. June 12. Holland and Rigby, Derby.
 BRADSHAW, FRANCIS, jun, Barton Park, Derby, Esq. June 12. Holland and Rigby, Derby.
 BOUSFIELD, ROBERT, Hilton, Durham, Farmer. May 28. Holmes, Barnard Castle.
 BOWER, JOSEPH, Huddersfield, York, Gent. May 31. Johnson and Crook, Huddersfield.
 BOWKER, MARIA SARAH, Didsbury, Lancaster. May 31. Hadley, Birmingham.
 BRISSENDEN, JAMES, Angell rd, Brixton, Surrey, Esq. May 28. Draper, Vincent sq, Westminster.
 BRUNNOWN, PHILIPP ERNST Count von, Darmstadt, Germany. June 20. Fielder and Sumner, Goddard st, Doctors' commons.
 BUCHANAN, GEORGE JOHN, Worthing, Sussex, Gent. June 1. Robertson, South sq, Gray's inn.
 BUSTON, SILLIE, Queen's gate, Merchant. May 31. Freshfields and Williams, Bank bldgs.
 CAER, WILLIAM GRAHAM, Berwick upon Tweed, Gent. May 19. Douglas, Berwick upon Tweed.
 CHRISTMAS, BENJAMIN, Battle, Sussex, Innkeeper. June 12. Sheppard, Battle.
 CLARKE, CHARLES, Coventry, Warwick, Gent. May 1. Minster, Coventry.
 CLARKE, WILLIAM, Hackleton, Northampton, Publican. June 2. Howes and Percival, Northampton.
 CONNOLLY, PETER, Bolton, Lancaster, Provision Merchant. May 19. Ryley, Bolton.
 DARRINGTON, MARY, Kingsley, Chester. June 24. Ashton and Jolliffe, Frodsham.
 DARRINGTON, THOMAS, Newton-by-Frodsham, Chester, Yeoman. June 24. Ashton and Jolliffe, Frodsham.
 FINDLATER, EMMA MAY, Weston-super-Mare, Somerset. June 23. Baker and Co, Weston-super-Mare.
 GLASPOOLE, THOMAS, Blundeston, Suffolk, Gent. May 31. Reeve, Lowestoft.
 GRANT, MARY, Stoke Damrell, Devon. May 1. Fedrick, Stoke Devonport.
 GREEN, CATHERINE, Newport Pagnell, Buckingham. May 21. Bull, Newport Pagnell.
 HALLOWES, JOHN, Milton, nr Portsmouth, Southampton, Admiral in the Royal Navy. June 30. Hallowes and Co, Bedford row.
 HOPKINS, JOHN, Sherington, Oxford, Farmer. May 26. Munton and Stockton, Banbury.
 HUDSON, RACHEL, Newport Pagnell, Buckingham. May 31. Bull, Newport Pagnell.
 JENNINGS, EDWARD, Chipping Norton, Oxford, Yeoman. June 1. Saunders, Chipping Norton.
 LEA, JOB, Cold Mawr, Denbigh, Miller. May 7. Salter and Giles, Ellesmere.
 LORRAINE, HENRIETTA, Newcastle-upon-Tyne. May 19. Griffith and Co, Newcastle-upon-Tyne.
 LOWRY, THOMAS HARVEY, West Malling, Kent, Doctor of Medicine. June 1. Redpath and Holdsworth, Bush lane.
 LUCAS, JOHN, Torquay, Devon, Retired Innkeeper. June 27. Bishop, Torquay.
 LYDE, LIONEL NEVILLE FREDERICK AMES, Ayot St Lawrence, Hertford, Esq. June 19. Taylor and Co, Furnival's inn.
 MOORE, CHARLES CATCHUP, Assembly row, Mile End rd, Auctioneer. June 25. Ashbridge, Whitechapel rd.
 MOORE, SYLVIA, Leytonstone, Essex. June 9. Ashbridge, Whitechapel rd.
 MORRIS, THOMAS, Bedworth, Warwick, Builder. May 1. Minster, Coventry.
 NAILER, JOSEPH, Bucklebury, Berks, Innkeeper. June 1. Bazett, Newbury.
 OWEN, CATHERINE, Weston super Mare, Somerset. June 23. Baker and Co, Weston super Mare.
 PARRY, RICHARD, Aberystwith, Cardigan, Esq. June 1. Roberts and Evans, Aberystwith.
 PERKS, ARTHUR, Longdon, Stafford, Gent. May 31. Barnes and Russell, Lichfield.
 REED, MARY CATHERINE, Bristol. June 23. Baker and Co, Weston super Mare.
 SEDGWICK, ELIZA, Maidstone, Kent. May 26. Sedgwick.
 SHAKROTT, JOSEPH, Polesworth, Warwick, Draper. May 19. Nevill and Atkins, Tamworth.
 THORPE, WILLIAM CHARLES, Rectory grove, Clapham, Surrey, Builder. May 30. Draper, Vincent sq, Westminster.
 TOTT, JOHN, Ramsgate, Kent, Gent. June 24. Prall and Son, Rochester.
 WHITEHOUSE, JAMES, West Bromwich, Stafford, Gent. May 14. Seaman, Wednesbury.
 BEAVAN, JOANNA, Lupus st, George's sq. June 12. Gadsden and Treherne, Bedford row.
 BROWN, MATTHEW, Preston, Lancaster, Brewer. June 1. Charnley and Co, Preston.

BUFFHAM, CHARLES, Spalding, Lincoln, High Bailiff of County Court. May 21. Bonner and Calthrop, Spalding.
 BUSWELL, CAROLINE, West Bromwich, Stafford. May 12. Bache, West Bromwich.
 CARTER, ALBERT, Slimbridge, Gloucester, Wheelwright. May 22. Francillon, Dursley.
 CHURCHILL, WILLIAM, Wimpole st. June 14. W. and W. Dickson, Alnwick.
 CLARKE, THOMAS, Pottersbury, Northampton, Yeoman. May 21. Andrews, Northampton.
 COLCHESTER, ANN, Ashleworth, Gloucester. May 22. Bryan, Gloucester.
 COOPER, HENRY, Liverpool, Tool Maker. June 15. Smith and Son, Liverpool.
 DAY, JOHN, Danebury, Stockbridge, Southampton, Trainer. June 1. Lamb, Andover.
 DENT, WILLIAM, Cromwell rd, Merchant. Sept 1. Pattison and Co, Queen Victoria st.
 EYTON, CHARLES JOHN, East Hendred, Berks, Esq. June 25. Ward and Co, Gray's inn sq.
 FISHER, WILLIAM SLOANE, Maze Pond, Southwark, Leather Merchant. June 1. Newman and Co, Cornhill.
 GREATOREX, DANIEL, Manchester, Packer. June 24. Bullock and Worthington, Manchester.
 GREENHALGH, ANNE, Halliwell, nr Bolton, Lancaster. May 25. Balshaw, Bolton.
 HAYNE, LEIGHTON GEORGE, Bradford, Essex, Clerk, Doctor of Music. May 21. Musard, Furnival's inn.
 HULBERT, HENRY, Frampton upon Severn, Gloucester, Tailor. May 28. Vizard and Co, Dursley.
 JOHNSTONE, JOHN ELLISTON, Barrow in Furness, Lancaster, Commercial Traveller. June 25. Townsend, Barrow in Furness.
 LAW, JOHN HENRY, Manchester, Solicitor. June 24. Bullock and Worthington, Manchester.
 LEE, WILLIAM, Ruislip, Farmer. June 8. Parker and Wilkins, High Wycombe.
 LITTLE, JAMES, Grimsby, Lincoln. May 25. Harries and Co, Coleman st.
 MATCHAM, HENRY, Ramsgate, Kent, Esq. June 1. Lydall, Southampton bldgs, Chancery lane.
 MEDWIN, JAMES, Denmark hill, Camberwell, Gent. May 1. Pattison and Co, Queen Victoria st.
 MITCHELL, JOSEPH, Waterloo, nr Cosham, Southampton, Railway Carrier. May 19. King, Portsea.
 MOSSOP, ROBERT, Long Sutton, Lincoln, Gent. May 18. Mossop and Mossop, Long Sutton.
 OUTNAM, WILLIAM EMERSON, Burslem, Stafford, Earthenware Manufacturer. July 25. Ellis, Burslem.
 RAYNE, ROBERT, Gosforth, Northumberland, Insurance Agent. May 21. Stanham and Atkinson, Newcastle upon Tyne.
 WILCOX, LOUISA ANN, Glasshouse st, Regent st. July 1. Denton and Co, Gray's inn sq.
 [Gazette, April 27.]
 AIREY, JOHN, Ipswich, Suffolk, Innkeeper. June 30. Westhorp, Ipswich.
 ANDERSON, PETER, West Hill, Wandsworth, Esq. June 8. Oehme and Summery, Gresham House, Old Broad st.
 ATKINSON, SAMUEL, North Thoresby, Lincoln, Engineer. June 12. Mason, Great Grimsby.
 ATKINSON, WILLIAM, Barwick in Elmet, York, Farmer. June 30. Harland, Leeds.
 BLACKBURN, JOHN, Accrington, Lancaster, Licensed Victualler. May 31. Whalley, Blackburn.
 BUTTERFIELD, ROBERT, Huddersfield, York, Merchant. June 21. Brook and Co, Huddersfield.
 CAMERON, ALEXANDER, Coldharbour lane, Camberwell, Baker. June 11. Robinson, Christchurch passage, Newgate st.
 COLEMAN, THOMAS, Newcastle under Lyme, Stafford, Pawnbroker. May 8. Coleman, Newcastle under Lyme.
 COOMBE, EDWIN, Old Gravel lane, St George's in the East, House Decorator. May 31. Winsor, Chancery lane.
 DOBSON, ANN, High Seat, nr Wylam on Tyne, Northumberland. May 31. Doe and Thompson, Newcastle upon Tyne.
 DYMOKE, ANNIE LOUISA, Inverness ter, Bayswater. June 1. Capron and Co, Saville pl, Conduit st.
 EVANS, WILLIAM MORGAN, Llanstephan, Carmarthen, Esq. May 12. Thomas and Brown, Carmarthen.
 ELINTON, WILLIAM, Scalby, York, Miller. May 20. Wellburn, Scarborough.
 GOULBORN, JAMES, Manchester, Engineer. May 29. Heath and Sons, Manchester.
 GRIFFIN, HENRY, Jewin st. May 14. Funston and Hooper, Finsbury pavement.
 HARRISON, WILLIAM LEE STEERE, Rooke, East Indies, Lieutenant 2nd Bengal Royal Fusiliers. Oct 1. Stamp and Co, Hull.
 JACKSON, STEPHEN, Templeland in Althwaite, nr Cartmel, Lancaster, Farmer. May 31. Stokes, Cartmel, Carnforth.
 KAHN, LOUIS, Eschwege, Prussia, Merchant. June 7. Bentwitch, Finsbury pavement.
 KEMP, FREDERICK, Bisham with Norbrick, Lancaster, Esq. June 11. Dickson, Kirkham.
 KING, MARY COCHRANE KING, Eaton pl. June 1. Underwood and Mellows, Chancery lane.
 LEACH, ELIZABETH, Hoxton st, Silversmith. July 6. Meadows, Bond st chambers, Walbrook.
 LEDGER, SUSANNAH, St Leonard's on Sea. June 7. Wray, Grocers' Hall ct.
 LEDGE, RIGHT HON JAMES HENRY, Lord Sherborne, Northleach, Gloucester. June 1. Shoubridge and May, Lincoln's inn fields.
 LEVER, THOMAS, Westbromwich, Stafford, Publican. May 31. Sheldon, Wellesbury.
 MARTIN, RIGHT HON SIR SAMUEL, Piccadilly, Knight. July 1. Johnsons and Co, Austin Friars.
 MILLARD, RICHARD HAMBRIDGE, Camberwell grove, Camberwell, Druggist's Sundryman. July 2. Lovell, Union ct, Old Broad st.
 POWYS, CHARLES EDWARD, Cowper rd, Acton, Retired Lieutenant in Royal Navy. June 1. Schultz, Union ct.
 POWELL, JOHN, Stratford upon Avon, Warwick, Yeoman. June 3. Slatter and Co, Stratford upon Avon.
 ROYCE, MARY, Bath. June 16. Simmons and Co, Bath.
 STONE, MARY ANN, Lewisham, Kent. June 24. Reyroux and Co, Cannon st.
 TENNANT, ELIZABETH, Rosslyn hill, Hampstead. June 5. Whitakers and Woolbert, Lincoln's inn fields.
 THOMSON, HELEN, Albion rd, Dalston. June 1. Randall, Cophthall buildings.
 THOMSON, WILLIAM HENRY, Albion rd, Dalston, Gent. June 1. Randall, Cophthall buildings.
 YATES, FRANCES MARY, Grayton sq. May 11. Jackson and Prince, Cannon st.
 [Gazette, May 2.]

THE NATIONAL PROVINCIAL BANK OF ENGLAND.—The annual meeting of the shareholders of this bank was held on Thursday, at the chief office of the company. The report stated that the profits for the year amounted to £39,351, out of which the directors recommend a further bonus of seven per cent., making, with the dividends and bonus already paid, twenty per cent. for the past year. There had further been £30,000 added to the reserve fund. It was also decided to grant £5,000 to the directors in further recognition of their great services.

LEGAL NEWS.

The Registry of County Courts Judgments, &c., has been removed from 13, Delahay-street to 108, Victoria-street, Westminster.

In a case of *Cox v. Glanville*, before Mr. Baron Pollock on Monday, in the course of a discussion as to costs, Mr. Turner proposed to bring to his lordship's attention, as influencing him in this matter, a certain letter written "without prejudice" by the plaintiff's solicitor to the defendants' solicitor, alluding to an offer made by the latter of a sum in settlement of the action. Mr. Petheram, Q.C., protested respectfully that such a letter could not be used. It was written "without prejudice," no money had been paid into court, and the action had been conducted on the basis of the plaintiff's having committed perjury. Mr. Baron Pollock said he thought, in common with many other judges, that the conduct of the parties at the earlier stages of the action ought to be seriously considered in allocating costs, though he should require in every case a very strong case shown to induce him to deprive a successful plaintiff of his costs. The matter was being much discussed in another place (presumably in the Rule Committee). He read a part of Vice-Chancellor Kindersley's judgment in *Williams v. Thomas* (10 W. R. 417): "With regard to the costs, the letter written by the defendant's solicitor before bill filed must be taken into consideration. *Prima facie*, a party writing a letter and using the expression 'without prejudice,' means that he is not to be prejudiced. No case has decided that a person so writing has a right to use it; but, of course, the other side might use it against him. In this case the defendant's solicitor, before bill filed, referring to the smallness of the property, offered to settle on certain terms, making the offer 'without prejudice,' and added, 'This is no admission of any right on your part.'" He added that although the party to whom this was written cannot treat it as an admission of right, the party writing it can use it against the other on the question of costs. It happens that the terms were the same as have now been decreed in this suit. Mr. Petheram urged that if this evidence were admitted, it would lead to disputes between solicitors as to amounts which were very unpleasant and difficult to decide. He thought the case was one of the very highest importance as to practice that had ever been raised in the courts, and one worth decision by the highest court, where he was prepared to take it. He was ready, if necessary, to call his client, his learned junior, and to go into the box himself to give evidence as to the amount. Mr. Turner also said he would not be behind his learned friend in this matter. Mr. Baron Pollock: The whole subject has been much discussed latterly, and I do not like taking independent action that may hereafter be drawn into a precedent without consulting my learned brethren. I will now adjourn, and tell you my decision after my return. On his lordship's return, Mr. Turner said he was happy to say he would not be troubled with the decision of the point, as his clients were content that judgment for the £50 should be entered against them, with costs. Mr. Baron Pollock: I am very glad that result has been arrived at, as it is inconvenient that such issues should be raised. I can have formed no opinion as to what the evidence was, but I think that I ought to say that any letter written ought to influence the mind of a judge, and, further, that it is not because an offer is verbal that a judge is not to be bound by it.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	V. C. BACON.	Mr. Justice KAY.
Wednesday.....	16 Mr. Pemberton	Mr. Cobby	Mr. Teesdale
Thursday.....	17 Ward	Jackson	Farrer
Friday.....	18 Pemberton	Cobby	Teesdale
Saturday.....	19 Ward	Jackson	Farrer
	Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PHARSON.
Wednesday.....	16 Mr. Koe	Nr. Lavie	Mr. Merivale
Thursday.....	17 Clowes	Carrington	King
Friday.....	18 Koe	Lavie	Merivale
Saturday.....	19 Clowes	Carrington	King

SALES OF THE ENSUING WEEK.

May 17.—Messrs. C. C. & T. MOORE, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement this week, p. 4).
May 18.—Mr. E. A. KNEVE, at Willesden, Leasehold Properties (see advertisement, April 28, p. 4).

LONDON GAZETTES.

Bankrupts.

FRIDAY, May 4, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bozell, William, Homerton, out of business. Pet May 1. Murray. May 25 at 11.30.
Osby, Charles Henry, New Turnstile, Holborn, Licensed Victualler. Pet May 1. Murray. May 25 at 12.

To Surrender in the Country.

Davy, Walter, Tiverton, Devon, Export Merchant. Pet May 1. Daw. Exeter, May 21 at 11.
Exham, Edwin, Hounslow, Captain in the 4th Hussars. Pet May 1. Ruston. Brentford, May 22 at 2.
Fairbank, Frances Carbutt, Great Longstone, Derby, Boarding School Proprietress. Pet May 1. Weller. Derby, May 18 at 12.
Harrison, John, Liverpool, Timber Merchant. Pet May 1. Cooper. Liverpool, May 21 at 12.
Hopkins, Charles, Leicester, Baker. Pet May 2. Ingram. Leicester, May 17 at 10.30.
Orton, William, Castle Grealey, Derby, out of business. Pet April 30. Hubbersty. Burton-on-Trent, May 18 at 11.
Pyatt, William, Nottingham, Concert Agent. Pet May 1. Patchitt. Nottingham, May 18 at 3.
Rangeley, Mark, Nottingham, Joiner. Pet May 2. Patchitt. Nottingham, May 18 at 2.
Rodgers, Archibald, Frome, Somerset, Engineer. Pet April 30. Crutwell. Frome, May 16 at 3.
Thomas, Thomas, Cardiff, Draper. Pet May 2. Langley. Cardiff, May 17 at 2.
Turner, William, Blackburn, Cotton Manufacturer. Pet May 2. Bolton. Blackburn, May 18 at 11.

TUESDAY, May 8, 1883.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Drew, Richard, Red Lion yard, Holborn, Builder. Pet May 4. Brougham. May 22 at 11.
Langton, W. H., Coburg place, Bayswater rd, Auctioneer. Pet May 4. Hazlitt. May 23 at 11.
Luke, Frederick George, Adelphi ter, Strand, Barrister-at-Law. Pet May 5. Hazlitt. May 23 at 2.
Markham, William Hope, St James' place, Piccadilly. Pet May 5. Hazlitt. May 23 at 1.

To Surrender in the Country.

Gledhill, John, Bradford, Grocer. Pet May 4. Lee. Bradford, May 19 at 11.
Stenay, James, Birkenhead, Builder. Pet May 4. Williams. Birkenhead, May 21 at 10.
Thurston, William, Great Yarmouth, Bricklayer. Pet May 5. Worlodge. Great Yarmouth, May 23 at 12.

BANKRUPTCIES ANNULLED.

FRIDAY, May 4, 1883.

Hart, James, Birmingham, Travelling Draper. April 26.

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 4, 1883.

Andrews, Gustav, St Mary, Whitechapel, Bootmaker. May 21 at 4 at 8, Princes st, St George in the East. Ogle, King st, Finsbury sq.
Anty, Lewis, Manchester, Grocer. May 23 at 3 at 6, Arthur st, East. May and Co, Adelaide pl, London Bridge.
Appelby, Thomas Henry, and John Handley, Great Northern Railway Station, King's Cross, Seedsman. May 17 at 11 at office of Andrews and Mason, Ironmonger lane. Webb, Euston rd.
Ashdown, Horace, Oxford, Grocer. May 25 at 12 at 40, Corn Market st, Oxford. Dudley.
Bagster, Robert, Paternoster row, Publisher. May 23 at 3 at office of Denton and Co, Gray's inn sq.
Baker, Joseph Henry, Basingstoke, Hants, Grocer. May 21 at 1 at office of Webb and Lear, Cross st, Basingstoke.
Banfield, Edward Samuel, Manchester, Baker. May 18 at 2 at office of Cobbett and Co, Brown st, Manchester.
Barker, Thomas, Burnley, Lancaster, Cotton Manufacturer. May 16 at 3.30 at office of Artindale, Hargreaves st, Burnley.
Barnard, William, Leicester, Beerseller. May 16 at 3 at office of Wright and Co, Belvoir st, Leicester.
Batty, Joseph, Bedford, Riding Master. May 18 at 12 at George Hotel, Bedford. Conquest and Clare, Bedford.
Bird, Thomas Richard, Fenton, Stafford, Draper. May 16 at 11 at office of Tenant and Co, Cheapside, Hanley.
Booth, Hiram, Crompton, Harrogate, York, Picture Dealer. May 16 at 12 at the People's Hotel, Albert st, Harrogate. Crumble, York.
Broker, Benjamin, Witchom, Cambridge, Farmer. May 18 at 3 at office of Marggetts, Chatteris.
Brown, George, Sonning, Berks, Horse Breaker. May 21 at 12 at office of Newman, Friar st, Reading.
Butler, James, Bradford, Railway Servant. May 17 at 12 at office of Wright, Kirkgate, Bradford.
Carter, John, jun, London rd, Thornton Heath, Tramcar Driver. May 18 at 3 at Crown Hotel, Crown Hill, Croydon. Fowler and Co, Borough High, St Southwark.
Clark, Henry William, Exeter, Gent. May 15 at 10 at office of Southcott, Post Office st, Bedford circus, Exeter. Luke.
Cox, John Edward, Tamworth, Warwick, Bootmaker. May 17 at 12.30 at 1, Newhall st, Birmingham. Hawkes and Weeks, Birmingham.
Crew, Herbert, Macclesfield, Chester, Innkeeper. May 23 at 11 at office of May, Churchside, Macclesfield.
Davis, William James, West Kirby, Chester, Licensed Victualler. May 17 at 3 at office of Bremner and Co, Crosshall st, Liverpool.
Davison, John William, and George Sowerby Davison, Stockton on Tees, Grocers. May 11 at 12 at Guildhall Tavern, Gresham st. Brayshaw, Stockton on Tees.
Dodgson, Thomas, Burnley, Machinist. May 18 at 11 at office of Hodgson, Yorks st, Burnley.
Draper, Edward Thomson, Buckingham st, Strand, Army and Navy Agent. May 23 at 3 at office of Smiles and Co, Bedford row.
Drewell, Samuel, Stonebridge, Dairyman. May 15 at 12 at office of Angell, Leadenhall st.
Dudley, George Thornell, Benjamin Young, and James William Elliott, Coventry, Boot Manufacturers. May 16 at 3 at office of Wright and Co, Belvoir st, Leicester.
Dutch, Henry, Pimlico rd, Boot Dealer. May 23 at 3 at office of Pratt and Norton, Old Jewry chbrs. Young, Newgate st.
Ekersall, Shakespear, Radcliffe, Lancaster, Provision Dealer. May 18 at 2 at office of Openshaw, Bolton st, Bury.
Eladon, William, Cannon st, Builder. May 18 at 2 at 22, Lincoln's inn fields.
Rodgers and Clarkson, Wallbrook.
Ewers, William, Burton on Trent, Cooper. May 18 at 11 at office of Bright, Burton on Trent.
Fairbridge, William, Redcar, York, Butcher. May 18 at 2 at office of Stubbs and Hood, Albert rd, Middlesbrough.
Field, John, Burslem, Stafford, Clogger. May 15 at 3 at office of Bennett, Piccadilly bldgs, Hanley.
Gardner, John Henry, Hove, Sussex, Builder. May 23 at 12 at office of Edmunds and Co, Cheapside. Harker, Brighton.

Goulden, Henry William, Lewisham, Kent, Medical Student. May 17 at 11 at office of Jenkins, Tavistock st, Covent garden

Greenway, Thomas, Arlingham, Gloucester, Bricklayer. May 17 at 11 at office of Champney, St John's lane, Gloucester

Harris, Quarles, Bedford, Commercial Traveller. May 22 at 11 at office of Mitchell and Webb, St Paul's sq, Bedford

Hatton, John Joseph, Great Berkhamstead, Hertford, Coal Merchant. May 16 at 2 at Inns of Court Hotel, Holborn. Cheese, Pall Mall

Haydon, Thomas, Stratford, Essex, Cab Proprietor. May 24 at 2 at office of Cannon and Lerry, Wool Exchange, Coleman st

Hearfield, James, Darlington, Durham, French Polisher. May 16 at 10 at office of Barron, High row, Darlington

Henn, George Henry, Birmingham, Cabinet Brass Founder. May 16 at 3 at office of Freeman, Colmore row, Birmingham

Hipkin, Alfred Maxwell, Compton, Sussex, Grocer. May 18 at 3 at 6, Arthur st, East. Wood and Wootton, Fish st hill

Holmes, Thomas, Barrow in Furness, Lancashire, Clothier. May 21 at 3 at Trevelyan Hotel, Dalkeith st, Barrow in Furness

Horne, George Bernard, Liverpool, Solicitor. May 19 at 11 at offices of Fretson, Dale st, Liverpool

Howarth, William, Danhill, nr Bolton, Lancaster, Provision Dealer. May 16 at 3 at offices of Ryley, Mawdsley st, Bolton

Humphreys, Henry, Bitterley, Salop, Innkeeper. May 16 at 11 at the Blue Boar Inn, Mill st, Ludlow. Bowles, Ludlow

Illingworth, John, Bradford, York, Grocer. May 18 at 4 at the Central Coffee Tavern, Westgate, Bradford

Jones, Alfred, Birmingham, Bootmaker. May 16 at 3 at offices of Pugh, Guildhall rd, Northampton

Jones, Thomas, Carnarthen, Bootmaker. May 15 at 10.15 at offices of Morris, Red st, Carnarthen

Jones, William Charles, Sheffield, Butcher. May 18 at 2 at the Law Society, Hooke's chambers, Bank st, Sheffield. Mellor, Sheffield

Klyne, Henry James, Barrow-in-Furness, Lancaster, Hatter. May 17 at 11 at the Imperial Hotel, Barrow-in-Furness. Park and Mansfield, Barrow-in-Furness

Lawrence, Henry, Brentwood, Essex, Veterinary Surgeon. May 24 at 2 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Brown, Basinghall st

Lightfoot, John, Darlington, Durham, Farmer. May 17 at 11 at offices of Stevenson, Darlington

Lilly, Charles, Stockton-on-Tees, Durham, Licensed Victualler. May 11 at 12.30 at the Queen's Hotel, Stockton-on-Tees. Turnbull and Tilly

Litchfield, Isaac, Burton on Trent, Boot Manufacturer. May 17 at 3 at Grand Hotel, Colmore row, Birmingham. Drewry, Burton on Trent

Macpherson, John, South Shields, Outfitter. May 21 at 3 at office of Bird, Grey st, Newcastle upon Tyne

Matthews, Charles, Marske, York, Chemist. May 15 at 11 at office of Spry, Zet- rd, Middlesbrough

McDonald, Donald Hervey, Pontypridd, Travelling Draper. May 17 at 12 at office of Linton and Kenhole, Canon st, Aberdare

Mills, James Normington, Halifax, Plumber. May 21 at 11 at office of Longbottom, Carlton st, Halifax

Mitchell, Thomas, Circus rd, St John's Wood, Pastry Cook. May 21 at 11 at office of Holland, Knight Rider st, Doctors' Commons

Monks, Henry Charles, Stapleton, Gloucester, Mason. May 11 at 2 at office of Hancock, Exchange East, Bristol

Negus, William, March, Cambridge, Farmer. May 17 at 12 at office of Dawbarn and Wise, March

Newman, Charles Meech, Sydling St Nicholas, Dorset, Brewer. May 23 at 12 at Inns of Court Hotel, Holborn. Hobbs, jun, Wells

Nichol, John, South Shields, Confectioner. May 14 at 10 at office of Scott, King st, South Shields

Norman, Cecil Manners, Peckleton Manor, Leicester, Architect. May 23 at 3 at office of Buckley, Gallowtree gate, Leicester

Orchard, Robert, Ashby-de-la-Zouch, Leicester, Cabinet Maker. May 11 at 1, Gresham bldg, Basinghall st, in lieu of the place originally named

Phillips, Thomas, Usher rd, Roman rd, Old Ford, Licensed Victualler. May 19 at 2 at 88, Gresham st. Gibson, Cheapside

Potter, James, Beccles, Suffolk, Publican. May 18 at 3 at offices of Angell, Bly-burgate st, Beccles

Potter, Robert Rogers, and David Williams, Stockbridge ter, Vauxhall Bridge rd, House Furnishers. May 21 at 12 at offices of Ladbury and Co, Cheapside

Price, Ezekiel Hartridge, Headcorn, Kent, Grocer. May 18 at 12 at offices of Monckton and Co, King st, Maidstone

Raybould, Benjamin Sturmy, Stourbridge, Worcester, Grocer. May 17 at 11 at offices of Collis, Union chmbrs, High st, Stourbridge

Reading, Thomas Isaac, Leicester, Coach Builder. May 18 at 3 at offices of Buckley, Gallowtree gate, Leicester

Richards, Jeremiah, Westbromwich, Stafford, Publican. May 16 at 11 at offices of Jackson and Sharpe, High st, Westbromwich

Robinson, William, Chee, Lincoln, Auctioneer. May 16 at 11 at offices of Summers and Brown, Lockhill chmbrs, Cleethorpe rd, Great Grimsby

Schall, William, Andover rd, Hornsey, Baker. May 17 at 3 at offices of Swaine, New Bridge st, Ludgate circus

Shapley, Rebekah, Exeter, Ironmonger. May 18 at 3 at offices of Gidley, Bedford circus, Exeter

Sharp, Charles, Halifax, Butcher. May 17 at 11 at office of Garsed, Barum Top, Halifax

Simpson, Walter, Lowestoft, Cabinet Maker. May 16 at 3 at 24, Knight Rider st, Doctors' Commons. Seago, Lowestoft

Sketton, Tom, Penrith, Cumberland. May 18 at 2.30 at office of Arnison and Co, St Andrew's pl, Penrith

Smith, Edwin, Gloucester, Wheelwright. May 14 at 11 at office of Jackson, George st, Gloucester

Smith, Frederick Henry, Church rd, Acton, House Decorator. May 22 at 2 at 55, Lincoln's inn fields. Brown

Smith, Henry, Barnsley, York, Saddler. May 22 at 3 at office of Dibb, Regent st, Barnsley

Smith, Henry, Burbage, Leicester, Painter. May 17 at 3 at Castle Tavern, Castle st, Hinckley. Buckley, Leicester

Smith, Peter, Harryby Green, nr Carlisle, Tanner. May 22 at 3 at office of Wright and Brown, Bank st, Carlisle

Speight, Joseph, St Helen's, Lancaster, Tramway Contractor. May 24 at 3 at office of Gibson and Bolland, South John street, Liverpool. Oppenheim, St Helen's

Spinks, William, Greenwich, Baker. May 14 at 3 at office of Seard, Blackheath rd, Greenwich

Thornley, William, Preston, Lancashire, Music Professor. May 21 at 3 at office of Cooper, Lune st, Preston

Trousdale, Jacob, Scarborough, Draper. May 16 at 1.30 at 8, York st, Manchester. Appleyard, Scarborough

Turner, Charles, Bristol, out of business. May 23 at 2 at office of Plummer and Parry, Bristol chmbrs, Nicholas st, Bristol

Westcott, James William, Windermere, Westmorland, Fishmonger. May 18 at 2 at office of Bonwase, Windermere

Widdup, Michl, Bradford, Grocer. May 17 at 3 at office of Atkinson and Wilson, Tyrell st, Bradford

Wilkes, Benjamin, West Bromwich, Roller. May 16 at 11.30 at office of Sheldon, High st, Wednesbury

Winterburn, Robert, Harrogate, Innkeeper. May 16 at 11 at Albert Hall, Harrogate. Whitley and Whitley, Huddersfield

Wittington, William Henry, Manchester, Fruit Merchant. May 23 at 2 at office of Northgraves, Brannosse st, Manchester

Tuesday, May 8, 1883.

Adamson, Robert, South Stockton, York, Licensed Victualler. May 17 at 1 at North Eastern Hotel, York. Robinson, Darlington

Aland, William, and Stephen John Head, Queen st, Cheapside, Tailors. May 1 at 2 at office of Palmer and Smith, Charles sq, Hoxton

Alcock, Thomas Heap, Hanley, Grocer. May 21 at 10.30 at office of Bishop and Topham, Bank chmbrs, Hanley

Allson, Charles Tittenser, Walsall, Brown Saddler. May 24 at 2.30 at office of Loxton, The Bridge, Walsall

Amos, Luther, Oldham, Lancaster, Clothier. May 23 at 3 at offices of Ascroft, Clegg st, Oldham

Andres, Fritz, Liverpool, Cotton Merchant. May 30 at 3 at office of Harrison and Co, North John st, Liverpool. Barrell and Co, Liverpool

Ashbee, Henry, Bristol rd, nr Gloucester, Timber Merchant. May 19 at 12 at office of Jones, Eldon chmbrs, Gloucester

Atkinson, William Henry, Leeds, Shoody and Mungo Dealer. May 23 at 2 at office of Girdale, Gt George st, Leeds

Bagshaw, John, Manchester, Butcher. May 23 at 11 at office of Brett and Carr, Kennedy st, Manchester

Baily, Maria, Tamworth, Warwick, Ironmonger. May 22 at 4 at office of Nevill and Atkins, Colehill, Tamworth

Baker, Walter, Fenchurch st, Wine Merchant. May 17 at 3 at office of Hargreaves, Billiter st. Nye and Greenwood, Serjeants' inn, Fleet st

Barraclough, Joshua, Huddersfield, Waste Opener. May 24 at 11 at office of Dransfield, Ramsden st, Huddersfield

Baumann, John William, Canning Town, Essex, Greengrocer. May 19 at 11 at office of Chulow, Gracechurch st

Benson, Thomas, and Robert Benson, Hartwith-cum-Winsley, near Pakey Bridge, York, Flax Spinners. May 21 at 2 at office of Middleton, Calverley chmbrs, Leeds

Binch, John Henry, Nottingham, Baker. May 15 at 11 at office of Stevenson, Weekday cross, Nottingham

Bond, Richard, Horwich, Lancaster, Farmer. May 22 at 11 at office of Baltham, Nelson sq, Bolton

Breedon, Henry, Birmingham, Tobacconist. May 22 at 3 at office of Fallow, Cherry st, Birmingham

Broadbent, Thomas, Holbeck, nr Leeds, Woollen Manufacturer. May 22 at 3 at 32, Wellington st, Leeds. Hardwick, Leeds

Brooks, William Richard, Stourbridge, Worcester, Butcher. May 22 at 3 at office of Waldron, High st, Brierley hill

Burridge, Thomas, Harlesden, nr Willesden, Builder. May 29 at 2 at office of Bird and Bickersteth, Watling st, Queen Victoria st

Bushby, William George, Brighton, Sussex, Fruiterer. May 23 at 3 at office of Nye, North st, Brighton

Chubb, William, Sunderland, Durham, Furniture Dealer. May 21 at 11 at office of Crow, jun, West Sunnyside, Sunderland

Clark, John, Leek, Staffordshire, Carter. May 19 at 11 at 10, Derby st, Leek. Challinor and Co

Clark, Joseph, Park crescent mews, Marylebone rd, Licensed Victualler. May 1 at 3 at office of Nevett, Theobald's rd, Bedford row

Coffey, James, Aldershot, Southampton, Draper. May 21 at 2 at office of B, Victoria rd, Aldershot

Collett, William Fillingham, Southampton, Grocer. May 16 at 2 at office of G, Albion terr, Southampton

Cowley, John, Newcastle upon Tyne, Travelling Draper. May 18 at 11 at office of Sewell, Grey st, Newcastle upon Tyne

Cowan, William Edward, and Alfred Ivison Cowan, Sunderland, Provision Merchants. May 21 at 3 at office of McAllum, Grainger st West, Newcastle upon Tyne. Huntly, Sunderland

Crabtree, Frank Oates, Halifax, York, Brassfounder. May 24 at 11 at office of Foster and Co, Townhall chmbrs, Halifax

Cuthbertson, Adam, Caddington, Hertford, Ironfounder. May 22 at 11 at 7, King st, Luton. Scarce

Darstet, James, Penybont, nr Aberdilly, Monmouth, Grocer. May 22 at 1 at Queen's Hotel, Newport. Morgan, Pontypool

Downs, Robert, East Dereham, Norfolk, Butcher. May 19 at 2.30 at office of West, St Andrew's hall plain, Norwich

Drew, John Matthew, Silvertown, Devon, Paper Manufacturer. May 29 at 1 at Inns of Court Hotel, High Holborn. Deane and Chubb, South sq, Gray's inn

Evans, William, Llanrwst, Denbigh, Tailor. May 21 at 2 at Albion Hotel, Chester

Goldman, Abraham, Hanley, Stafford, Hosier. May 21 at 11 at office of Ashmal, Albion st, Hanley

Griffin, Edward, Birmingham, Glass Dealer. May 21 at 3 at office of Marshall, New st, Birmingham

Griffiths, John, Oldham, Lancaster, Licensed Victualler. May 24 at 3 at Spry's Eagle Hotel, Manchester st, Oldham. Watson, Oldham

Gumbrill, Luke, Upland rd, Lordship lane, Builder. May 30 at 3 at office of Thompson and Light, New Inn, Strand

Harrison, Francis, St John's hill, New Wandsworth, Wine Merchant. May 2 at 2 at office of Blackford and Co, Abchurch lane, Cannon st

Haywood, Charles James, and Robert John Ridgway, Leadenhall st, Lightermen. May 24 at 3 at office of Bridger, St Helen's place, Bishopsgate street Within

Hewlett, Frederick, Rufford, Bristol, Silk Mercer. May 22 at 2 at 145, Cheapside

Hives, Edward, Hungerford, Berks, Schoolmaster. May 18 at 2 at Three Trees Hotel, Hungerford. Lucas, Newbury

Hodgkinson, Matthew, and Henry Hodgkinson, Cheddleton Park, Stafford, Co. Miners. May 18 at 11 at office of Paddock, Old Hall st, Hanley

Hudson, John Charles, Atherton, Warwick, Coal Merchant. May 22 at 2 at Rail Hotel, Market st, Nuneaton. Horner, Coventry

Hunter, Edward Beauchamp, Eccles, Lancaster, Licensed Victualler. May 23 at 2 at office of Bowden and Walker, King st, Manchester

Hyde, William John, Oxford, out of business. May 19 at 1 at 54, Corn Market st, Oxford. Kilby and Mace, Chipping Norton

Idem, William, Liverpool, Potato Salesman. May 21 at 3 at office of Moore and Spence, Dale st, Liverpool

James, Eli, Reading, Fish Merchant. May 19 at 10 at Chatham House, Chatham st, Reading

Jardine, James, Dunstable, Beds, Hat Manufacturer. May 16 at 3 at George Hotel, Luton. Nicholls and Grant, Coleman st

Jones, Eliza Dorothy, High st, St John's Wood, Brushmaker. May 24 at 2 at office of Davie, New inn, Strand

Jones, Evan, Holywell, Flint, Grocer. May 18 at 2 at office of Roose and Co, Holywell

Kite, Edwin, Liverpool, Auctioneer. May 21 at 3 at office of Lumb, Impresario chmbrs, Dale st, Liverpool

Knight, Clement, Hemfield, Sussex, Baker. May 25 at 12 at office of Stuckey and Co, North st, Brighton

Lachan, Anatole Marcelin, Middlesbrough, York, Licensed Victualler. May 24 at 11 at office of Draper, Fink e st, Stockton-on-Tees

Laugher, William, Redditch, Warwick, Pin and Needle Maker. May 22 at 11 at office of Amphet and Co, Prospect hill, Redditch

Lowther, Charles Edwin, Akeley rd, St John's Wood, no occupation. May 24 at 11 at office of Roberts, Coleman st

McLean, Murdoch, Cardiff, Travelling Draper. May 24 at 12 at office of Morgan and Scott, High st, Cardiff.
 Masey, Samuel, Lewton, Chester, Innkeeper. May 29 at 11 at office of Cooper, Tunstall.
 May, Lewis Alexander, Edgware rd, Maida Hill, Oil and Colour Man. May 23 at 1st office of Macarthur and Co, John st, Bedford row.
 Meader, William George, Dorchester, Dorset, Hotel Keeper. May 23 at 2 at Junction Hotel, Dorchester. Burnett, Dorchester.
 Miles, Robert James, Colchester, Hair Dresser. May 21 at 10.30 at office of Prior, Head st, Colchester.
 Moore, Thomas, Middleborough, Farmer. May 18 at 11 at office of Spry, Zetland rd, Middleborough.
 Mottram, Henry, Tamworth, Stafford, Builder. May 22 at 3 at office of Nevill and Atkins, Colehill, Tamworth.
 Musalli, Abdalla Joseph, Manchester, Merchant. May 25 at 4 at office of Addleshaw and Warburton, Norfolk st, Manchester.
 Oswald, George Henry, Merton Colliery, Durham, Boot Dealer. May 17 at 11 at office of Marshall, Athenaeum bldgs, Sunderland.
 Parsons, Joseph, Gt Stanmore, Baker. May 10 at 3 at Rider's Hotel, Holborn.
 Goslay, Bow st, Covent Garden.
 Pattison, William, Whitby, York, Grocer. May 21 at 11 at office of Woodwork and White, Flowergate, Whitby.
 Payne, Stephen William, Hastings, Grocer. May 17 at 12 at office of Chalinder, Cambridge rd, Hastings.
 Perry, James, Wolverhampton, Butcher. May 21 at 11 at office of Langman, Market st, Wolverhampton.
 Phillips, William, Totnes, Devon, Hatter. May 22 at 12 at office of Edmonds, South st, Totnes.
 Prescott, William, Manchester, Joiner. May 23 at 3 at office of Digges and Ogden, Boot st, Manchester.
 Pyke, Robert, King's Lynn, Norfolk, Coach Builder. May 24 at 12 at office of Seppings, King st, King's Lynn.
 Pyatt, John William, Birmingham, Milliner. May 21 at 11 at office of Burman and Rigby, Temple row, Birmingham.
 Pye, Richard Joseph, Manchester, Plumber. May 21 at 3 at office of Crofton, Brasenose st, Manchester.
 Ringer, William Hatherell, Charlton, Wilts, Farmer. May 19 at 11 at King's Arms Hotel, Malmesbury. Jones and Forrester, Malmesbury.
 Reed, William, Witley, Somerset, Labourer. May 21 at 4.30 at office of Shapland, South Molton.
 Richards, Philip, Noel st, Wardour st, Violin Maker. May 22 at 4 at office of Hanson, King st, Cheapside. Biggenden, King st, Cheapside.
 Richardson, William Tracey, Devereux, ct, Temple, Strand, Auctioneer. May 21 at 10 at office of Day, Southampton st, Bloomsbury sq.
 Richmond, James William, Wells next the Sea, Norfolk, Printer. May 25 at 3 at office of Loynes, Wells next the Sea.
 Roche, James, Walter Douglas, Liverpool, Corn Broker. May 18 at 3 at Law Association Rooms, Cook st, Liverpool. Bateson, Liverpool.
 Rowlands, Richard, Birmingham, Grocer. May 18 at 3 at office of Duke and Howlett, Temple row, Birmingham.
 Sanda, William, Manes, Isle of Ely, Cambridge, Publican. May 16 at 12 at office of Ollard and Ollard, Station rd, March.
 Shelton, Tom, Penrith, Cumberland, Hatter. May 18 at 2.30 at office of Arnison and Co, St Andrew's pl, Penrith.
 Smith, George Henry, Worlington, Cumberland, Tailor. May 23 at 2 at Saracen's Head, Bear lane, Leeds. Josen, Worlington.
 Smith, Henry, Gt Eastern st, Boot Manufacturer. May 22 at 3 at office of Simpson and Palmer, Three Crown sq, Southwark.
 Smith, John, Margaret st, Cavendish sq, Tailor. June 4 at 11 at office of Carter, Old Jewry chbrs.
 Smith, John Leonard, Cromhall, Gloucester, Farmer. May 21 at 12 at Railway Tavern, Charlfield. Evans, Bristol.
 Smith, William, and Henry, Crank, Barnsley, York, Carriers. May 22 at 11 at office of Dill and Clegg, Regent st, Barnsley.
 Thomas, Matthew John, Blackman st, Southwark, Hatter. May 23 at 3 at office of Hope, Trinity sq, Southwark.
 Thompson, James, Newport, Mon, Aerated Water Manufacturer. May 17 at 11 at office of Tomlinson, Commercial st, Newport.
 Tomkins, Samuel Leith, Bush lane, no occupation. May 16 at 2 at office of Lankster and Co, Walbrook.
 Tongue, Henry, Birmingham, Lamp Manufacturer. May 21 at 11 at office of Taylor, Colmore row, Birmingham.

Vidler, Frederick, Hastings, Grocer. May 23 at 11 at Guildhall Tavern. Langham, Hastings.
 Walsh, Joshua, Accrington, Lancaster, Timber Merchant. May 24 at 3 at Railway Hotel, Accrington. Hall and Son, Accrington.
 Wetton, Herbert, and John Henry Meakin, Fenton, Stafford, Builders. May 18 at 11 at offices of Clarke and Hawley, Church st, Longton.
 White, Thomas, Durham, Grocer. May 21 at 12 at offices of Marshall, Market pl, Durham.
 Whiteley, Joseph, and Daniel Whiteley, Manchester, Umbrella Manufacturers. May 24 at 2.30 at office of Sutton and Elliott, Fountain st, Manchester.
 Williams, Thomas, Northampton, Sewing Machine Proprietor. May 22 at 2 at Wellington Hotel, Leicester. Sharnan and Jackson, Wellingborough.
 Wood, Mark, Hurworth on Tees, Innkeeper. May 23 at 10.30 at office of Barron, High row, Darlington.
 Wood, William, and Amos Wood, Barnsley, York, Boot Manufacturers. May 22 at 2 at offices of Raley and Son, Church st, Barnsley.
 Wyatt, John Wheeler, Margate, Butcher. May 24 at 3 at Imperial Hotel, Margate. Hurrell, Knightbridge st, Doctors' commons.

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	461	In the Goods of Ayres	467
BILLS OF SALE NOT IN ACCORDANCE WITH THE STATUTORY FORM	463	CASES BEFORE THE BANKRUPTCY REGISTERS	467
THE PROPOSED LEGISLATION AS TO DESIGNS AND TRADE-MARKS	464	SOLICITORS' CASES	467
CORRESPONDENCE	465	THE LAW STATIONERS' CASES	468
CASES OF THE WEEK—Bonner v. The Great Western Railway Company	465	OBITUARY	470
Taylor v. Lord Mostyn	466	LAW STUDENTS' JOURNAL	470
Ex parte The Birkbeck Freehold Land Society	466	THE BAR MEETING	470
Ballard v. Tomlinson	466	LEGAL APPOINTMENTS	471
In re Furtado and Jeffries	466	LEGISLATION OF THE WEEK	471
Jackson v. Tyas	466	COMPANIES	471
Charles v. Finchley Local Board	466	CREDITORS' CLAIMS	472
		LEGAL NEWS	473
		COURT PAPERS	473
		LONDON GAZETTES, &c., &c.	473

NOTICES TO CORRESPONDENTS.—All communications intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name and address of the writer.

The Editor does not hold himself responsible for the return of rejected communications.

* * The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the SOLICITORS' JOURNAL, as only a small number of copies remain on hand.

SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.
 Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.
 The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."
 Highly commended by the entire Medical Press.
 Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas thickened yet weakened with starch, &c., and is REALITY CHEAPER than such Mixtures.
 Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.
 COCOATINA & L.A. VANILLA is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.
 In tin packets at 1s. 6d., 3s., 6s. 6d., &c., by Chemists and Grocers.
 Sold on Special Terms by the Sole Proprietors,
 H. SCHWEITZER & CO 10, Adam-street, London, W.C.

LAW UNION FIRE AND LIFE INSURANCE COMPANY.

Chief Office—129, CHANCERY LANE, LONDON, W.C.
 The Funds in hand and Capital Subscribed amount to upwards of £1,700,000 sterling.
 Chairman—JAMES CUNNING, Esq., Barrister-at-Law, Middle Temple.
 Deputy-Chairman—C. F. FARRINGTON, Esq. (Lee & Pemberton), Solicitor, 44, Lincoln's-inn-fields.
 The Directors invite attention to the New Form of Life Policy, which is free from all conditions.
 Policies of Insurance granted against the contingency of Issue at moderate rates of Premium.
 The Company ADVANCES Money on Mortgage of Life Interests and Reversions, whether absolute or contingent.
 The Company also purchases Reversions, giving the vendor the option of re-purchase within a limited period, whether the tenant for life be living or not.
 Prospectuses, copies of the Directors' Reports and Annual Balance Sheet, and every information, sent post-free on application to
 FRANK MOGEDY, Actuary and Secretary.

ESTABLISHED 1825.

HEWETSON, THEXTON, & PEART,

MANUFACTURERS AND HOUSE FURNISHERS,
 200, 203, and 204, TOTTENHAM COURT ROAD, W.
 Estimates and Designs submitted free for entirely Furnishing Residences, Chambers, Offices, &c.
 —PAINTING, DECORATING, & HOUSE REPAIRS.—

Carved Oak Furniture, Reproductions from Ancient Designs, &c. Bedroom Furniture, including Bedstead and Bedding, from £7 10s. per set.
 THIRTY LARGE SHOW ROOMS.

HEWETSON, THEXTON, & PEART,

200, 203, and 204, Tottenham Court-road, London, W.
 N.B.—Household Furniture Warehouse or Removed on reasonable terms

NATIONAL DISCOUNT COMPANY

(Limited).—Nominal Capital, £4,250,000; Subscribed Capital, £4,233,325; Paid-up Capital, £846,665; Reserve Fund, £400,000.

Notice is hereby given that the present Rates of Interest allowed for deposits are as follows, viz.:

Three per cent. per annum at call.
 Three and a quarter per cent. at seven days' notice.
 Three and a half at fourteen days' notice.

WILLIAM HANCOCK, Manager.
 CHARLES H. HUTCHINS, Sub-Manager.
 No. 35, Cornhill, E.C., May 10, 1883.

REVERSIONARY AND LIFE INTERESTS IN LANDED OR FUNDED PROPERTY

or other Securities and Annuities PURCHASED, or Loans or Annuities thereon granted, by the EQUITABLE REVERSIONARY INTEREST SOCIETY (LIMITED), 10, Lancaster-place, Waterloo Bridge, Strand. Established 1835. Capital, £500,000. Interest on Loans may be capitalised.

F. H. CLAYTON, Joint
 C. H. CLAYTON, Secretaries.

EDE AND SON,

ROBE "MAKERS

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of Judicial Bench, Corporation of London &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSELL'S DITTO.

CORPORATION ROBES, UNIVERSITY & CLERGY ROBES.

ESTABLISHED 1850.

94, CHANCERY LANE, LONDON

OXON AND BERKS BANK, OXFORD,

ESTABLISHED 1854.

Makes CASH ADVANCES to Barristers, Solicitors, Clergymen, Medical Men, residing in any part of England and Wales. No banking account need be opened.

ESTABLISHED 1851.

BIRKBECK BANK.—

Southampton-buildings, Chancery-lane.
 Current Accounts opened according to the usual practice of other Bankers, and Interest allowed on the minimum monthly balances when not drawn below £25. No commission charged for keeping Accounts. The Bank also receives money on Deposit at Three per Cent. Interest, repayable on demand. The Bank undertakes for its Customers, free of charge, the custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks and Shares. Letters of Credit and Circular Notes issued.
 A Pamphlet, with full particulars, on application.

FRANCIS BAYENSCROFT, Manager.

31st March, 1883.

FIFTIETH ANNUAL REPORT OF THE NATIONAL PROVINCIAL BANK OF ENGLAND (LIMITED).

MAY 10TH, 1883.

SUBSCRIBED CAPITAL, £12,037,500.

CAPITAL—Paid, £2,126,250; Uncalled, £1,886,250; Reserve Liability, £8,025,000; Total, £12,037,500.

RESERVE FUND, £1,332,500.

NUMBER OF SHAREHOLDERS, 6,935.

DIRECTORS.

THE MOST HON. THE MARQUESS OF AILESBUURY.
CHARLES BARCLAY, Esq.
GEORGE HANBURY FIELD, Esq.
JOHN OLIVER HANSON, Esq.
DUNCAN MACDONALD, Esq.
GEORGE FORBES MALCOLMSON, Esq.

HENRY PAULL, Esq.
JOHN STEWART, Esq.
SIR JAMES SIBBALD DAVID SCOTT, Bart.
RICHARD BLANEY WADE, Esq.
ROBERT WIGRAM, Esq.
HON. ELIOT THOMAS YORKE.

JOINT GENERAL MANAGERS.—THOMAS GEORGE ROBINSON and FREDERICK CHURCHWARD.
SOLICITORS.—ERNEST JAMES WILDE, Esq.; WALTER EDWARD MOORE, Esq.

RICHARD BLANEY WADE, Esq., IN THE CHAIR.

The Directors have the pleasure to report that the Profits for the year 1882, inclusive of £30,351 16s. 2d. brought forward, and after making ample provision for bad and doubtful debts and for rebate of Current Bills under discount, amount to £497,323 10s. 7d.

The Directors have, from the above amount, added £20,000 to the Reserve Fund, and now recommend that a further bonus of 7 per cent. be paid to the Proprietors, free of Income Tax, in July next, making with the dividends and interim bonus already paid, 30 per cent. for the year 1882, and that the balance of £32,073 10s. 7d. be carried to the year 1883 as per the following statement:—

UNDIVIDED PROFITS from 1881	£30,351 16 2
NET PROFITS for the year 1882	457,971 14 5
	£497,323 10 7
Less Dividend of 4 per cent. paid July, 1882	£85,050 0 0
do. 4 " " " January, 1883	85,050 0 0
" Bonus 5 " " " " " " "	106,312 10 0
" do. 7 " " payable in July, " " "	148,837 10 0
	425,250 0 0
" Amount added to Reserve Fund	20,000 0 0
	445,250 0 0
	£52,073 10 7

The Reserve Fund of £1,332,500, which is wholly invested in Government Securities, shows an increase during the year of £33,750, as under, viz.:—

Amount at 31st December, 1881	£1,278,750 0 0
Premiums on New Shares received in 1882	33,750 0 0
Added from Profits, 31st December, 1882	20,000 0 0
	£1,332,500 0 0

The year 1883 being the Fiftieth Anniversary of the foundation of the Bank the Directors have, in order to mark the event and to evince their appreciation of the services of the Staff, presented one month's Salary to each Officer in the Establishment.

The Directors have to announce the retirement of Mr. Robert Ferguson, from the position of Joint General Manager, after a long and faithful service. The following Directors retire by rotation, but, being eligible, offer themselves for re-election—viz.,

SIR SIBBALD D. SCOTT, Bart.
DUNCAN MACDONALD, Esq.
GEORGE FORBES MALCOLMSON, Esq.

In conformity with the provisions of the Act, it will be requisite for the Shareholders to elect Auditors and vote their remuneration. Mr. Edwin Waterhouse, of the firm of Messrs. Price, Waterhouse & Co., and Mr. Rodrick Mackay, of Messrs. R. Mackay & Co., offer themselves for re-election.

NATIONAL PROVINCIAL BANK OF ENGLAND, LIMITED.

Dr.	LIABILITIES.	31st December, 1882.	£ s. d.
TO PAID-UP CAPITAL:—			
40,000 Shares of £75 each, £10 10s. paid...		490,000	0 0
133,750 " £80 " £12 " " " " " "		1,605,000	0 0
16,875 " £80 " £6 " " " " " "		101,250	0 0
		2,196,250	0 0
" RESERVE FUND:—			
At 31st December, 1881	1,278,750	0 0	
Premiums on New Shares received during year 1882	33,750	0 0	
Added from Profits, 1882	20,000	0 0	
	1,332,500	0 0	
" AMOUNT due by Bank on Deposits, &c.	32,080,168	3 8	
" ACCEPTANCES " " " " " " " "	473,637	1 11	
" PROFIT AND LOSS ACCOUNT:—			
Balance from year 1881	30,351 16 2		
Net profits for year 1882	457,971 14 5		
	497,323 10 7		
Less Dividend paid July, 1882	85,050	0 0	
Added to Reserve Fund	20,000	0 0	
	105,050	0 0	
	392,273 10 7		
	£30,414,826 16 2		

BY CASH:—		ASSETS.	Cr.
At Bank of England and at Head Office and Branches ...		...	2,648,318 10 0
" Call and Short Notice ... ..		...	4,264,300 0 0
			6,902,618 10 0
" INVESTMENTS:—			
English Government Securities		5,737,944 8 8	
Indian Government and other Securities, Railway Debentures, &c.		3,569,613 2 8	
			9,307,557 11 6
" BILLS DISCOUNTED, LOANS, &c. ... ..		...	19,154,088 11 0
" SECURITIES against ACCEPTANCES, per Contra ... ..		...	473,637 1 11
" BANKING PREMISES in London and Country... ..		...	597,190 1 0

RICHARD B. WADE,
D. MACDONALD,
ROBT. WIGRAM, } Directors.

We beg to report that we have ascertained the correctness of the Cash Balances, and of the Money at Call and Short Notice as entered in the above Balance Sheet, and have inspected the securities representing the Investments of the Bank, and found them in order. We have also examined the Balance Sheet in detail with the books at the Head Office and with the certified returns from each Branch, and in our opinion such Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Bank's affairs as shown by such books and returns.

T. G. ROBINSON,
F. CHURCHWARD, } Joint General Managers.

EDWIN WATERHOUSE,
ROD. MACKAY, } Auditors.

The above Report having been read—It was unanimously resolved—
That the same be adopted and printed for the use of the Proprietors.
That Sir SIBBALD D. SCOTT, Bart., DUNCAN MACDONALD, Esq., and GEORGE FORBES MALCOLMSON, Esq., be re-elected Directors of the Bank.
On the motion of Mr. J. T. BELK, seconded by the Rev. Sir EMILIOUS BAYLEY—
That this Meeting of the Shareholders of the National Provincial Bank of England (Limited), held in the fiftieth year of the Bank's existence, desires to record its appreciation of the great services rendered by the Board of Directors—services which this Meeting feels have conducted materially to the Bank's sound and prosperous condition. As some recognition of these facts, this Meeting begs the Directors' acceptance of £5,000, and now votes that sum for the purpose (an Extraordinary General Meeting of the Proprietors will be held on the 4th June, 1883, to give effect to this Resolution).

That Mr. EDWIN WATERHOUSE and Mr. RODERICK MACKAY be re-appointed Auditors of the Bank, and that they be paid four hundred guineas for their services during the past year.

That the best thanks of the Proprietors be presented to the Directors for their very successful management of the affairs of the Bank.

That the best thanks of the Proprietors be given to the General Managers and to the Branch Managers and other Officers of the Bank, for their efficient services.

That the best thanks of the Meeting be presented to the Chairman for his able conduct in the Chair.

Extracted from the minutes by
T. G. ROBINSON,
F. CHURCHWARD, } Joint General Managers.